

**R E S O L U T I O N**  
**R 36-14**

**A RESOLUTION APPROVING A DOWNTOWN IMPROVEMENT AND  
RENOVATION GRANT FOR THE PROPERTY COMMONLY KNOWN AS  
130 E. ST. CHARLES ROAD**

WHEREAS, the Village disburses funds for the Downtown Improvement and Renovation Grant Program (the "Program") under the authority of the Village Board of Trustees, and will provide monetary grants to qualified property owners in the Lombard Tax Increment Financing (TIF) St. Charles Road West District to enhance and improve buildings and parking areas; and,

WHEREAS, Enrique and Lori Mesa (the "Applicants"), wish to participate in this Program for façade renovations to the building (the "Project") located at 130 E. St. Charles Road, Lombard, Illinois (the "Subject Property") and,

WHEREAS, the Applicants are also the owners of 130 E. St. Charles Road, Lombard, Illinois; and,

WHEREAS, the Project shall consist of those renovations to the façade of the building on the Subject Property as set forth on Exhibit "A" attached hereto and made part hereof; and,

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

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

**SECTION 1:** That the Village shall provide the Applicants grant of up to forty-eight thousand five hundred one and 95/100 dollars (\$48,501.95), pursuant to the Program (the "Grant"). Such grant monies shall be available to the Applicants upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the project components have been completed, and that the Applicants have paid all invoices for labor and materials in connection therewith.

**SECTION 2:** The Applicants, as well as any subsequent business or property owner, will perform the following obligations in connection with the Project:

- a. Expenditures relative to the Project must comply with the Illinois Prevailing Wage Act;
- b. Permits must be applied for and received for all of the work;
- c. Before the grant can be paid out, the Applicants will submit a final receipt (showing it is paid in full) and waivers of lien from the contractors; and

- d. That the Applicants shall not apply for a vacancy exemption from the York Township Assessor during the ten (10) year period following receipt of the Grant.

**SECTION 3:** The Applicants, and any subsequent business or property owner, shall be required to maintain the Property in accordance with all Village codes and ordinances, and obtain any and all necessary licenses and permits required relative thereto.

**SECTION 4:** That the Downtown Improvement and Renovation Grant Program Agreement, relative to the Project, attached hereto as Exhibit "B" and made part hereof is hereby approved (the "Agreement")

**SECTION 5:** The Village may terminate the Agreement if the Applicants, or any subsequent business or property owner, fails to comply with any of the terms of the Agreement. In the event of termination, the Applicants shall be required to repay any amount of the Grant disbursed.

**SECTION 6:** That the Village President and Village Clerk are hereby authorized and directed to sign, on behalf of the Village of Lombard, the Agreement attached hereto as Exhibit "B".

Adopted this 2<sup>nd</sup> day of October, 2014.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Breen, Fitzpatrick and Ware


Nays: None

Absent: None

Approved this 2<sup>nd</sup> day of October, 2014.

  
**Keith T. Giagnorio**  
Village President

ATTEST:

  
**Sharon Kuderna**  
Village Clerk

**EXHIBIT A**

**Legal Description**

LOT 7 AND 8, BLOCK 19 IN H.O. STONE AND COMPANY'S ADDITION TO LOMBARD, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 5 AND PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1924 AS DOCUMENT 179463, IN DUPAGE COUNTY, ILLINOIS.

PIN 06-08-104-011

## **EXHIBIT B**

### **DOWNTOWN IMPROVEMENT AND RENOVATION GRANT PROGRAM AGREEMENT**

This Agreement is entered into this second day of October, 2014, by and between the Village of Lombard, Illinois, (hereinafter referred to as the “Village”), and Enrique and Lori Mesa (hereinafter referred to as “Applicants”) doing business at 130 E. St. Charles Road, Lombard, Illinois (said location being legally described on Exhibit “1” attached hereto and made part hereof – hereinafter referred to as the “Subject Property”), with personal property being secured at 130 E. St. Charles Road, Lombard, Illinois. The Village and the Applicants are sometimes referred to herein collectively as the “Parties.”

#### **WITNESSETH**

**WHEREAS**, the Village, pursuant to Sections 36.30 through 36.36 of the Lombard Village Code, has established a Downtown Improvement and Renovation Grant Program (hereinafter referred to as the “Program”) and, as such, will provide grants to qualified business owners and property owners in the Eligible TIF Districts (as said term is defined in Section 36.31 of the Lombard Village Code) for exterior renovations; and

**WHEREAS**, the Program compliments and supports the Village's plans to maintain a quality Central Business District; and

**WHEREAS**, exterior renovations are desirable within the Central Business District and contribute to an economically strong Central Business District; a commercial area where the image, appearance, and environment encourage the attraction of shoppers; and

**WHEREAS**, the Applicants wish to participate in this Program for proposed exterior renovations to be located at 130 E. St. Charles Road, Lombard, Illinois; Program Application No.: **14-01**; with said exterior renovations being more specifically described in Exhibit “2” attached hereto and made part hereof (hereinafter referred to as the “Project”);

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

**SECTION 1:** The Village shall provide the Applicants with a grant under the Program in an amount not to exceed forty-eight thousand, five hundred one and 95/100 dollars (\$48,501.95) (hereinafter referred to as the “Grant”). Such Grant shall be available to the Applicants upon the authorization of the Village's Director of Community Development, and after the Applicants has constructed the Project, and complied with the provisions of this Agreement and Sections 36.30 through 36.36 of the Lombard Village

Code, as well as paid for the Project. The maximum amount of the Grant, as set forth above, is based upon the Applicants expending no less than ninety seven thousand three and 89/100 dollars (\$97,003.89) in relation to the Project. In the event that the Applicants' expenditures for the Project are less, the Grant shall be reduced such that the maximum amount of the Grant shall not exceed fifty percent (50%) of the amount expended by the Applicants in relation to the Project.

**SECTION 2:** The Applicants shall undertake the following in connection with the Project:

- a. Expenditures relative to the Project must comply with the Illinois Prevailing Wage Act;
- b. Permits must be applied for and received for all of the work;
- c. Before the grant can be paid out, the Applicants will submit a final receipt (showing it is paid in full) and waivers of lien from the contractors; and
- d. That the Applicants shall not apply for a vacancy exemption from the York Township Assessor during the ten (10) year period following receipt of the Grant.


**SECTION 3:** Upon completion of the Project, the Applicants shall maintain the Subject Property and the business located thereon in accordance with all applicable federal, state and local laws, rules and regulations.

**SECTION 4:** The Applicants hereby consent to the recording of this Agreement to serve as notice to future purchasers, assigns, estate representatives, mortgagees, and all other interested persons of the conditions outlined in this Agreement.

**SECTION 5:** In the event the Village terminates this Agreement as a result of the Applicants failing to comply with any of the terms of this Agreement, the Applicants shall be required to repay any amount of the Grant that has been disbursed by the Village. In the event said amount is not repaid, the Village shall have the right to record a lien against the Subject Property for said amount.

**SECTION 6:** This Agreement shall be binding upon the successors and assigns of the Parties hereto.

VILLAGE OF LOMBARD

  
By: Keith T. Giagnorio, Village President

Resolution No. 36-14  
130 E. St. Charles Road

Sharon Kuderna  
Attest: Sharon Kuderna, Village Clerk

**APPLICANTS**

Enrique Mesa  
Enrique Mesa

Lori Mesa  
Lori Mesa

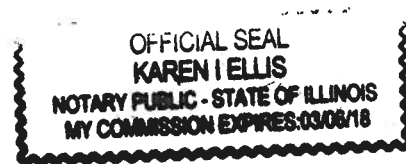
STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith T. Giagnorio, personally known to me to be the President of the Village of Lombard, and Sharon Kuderna, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 2nd day of Oct, 2014.

Commission expires March 6, 2018.

Karen S. Ellis  
Notary Public



Resolution No. 36-14  
130 E. St. Charles Road

---

Attest: Sharon Kuderna, Village Clerk

**APPLICANTS**

  
Enrique Mesa

  
Lori Mesa





**EXHIBIT 1**

**Legal Description**

LOT 7 AND 8, BLOCK 19 IN H.O. STONE AND COMPANY'S  
ADDITION TO LOMBARD, A SUBDIVISION IN THE SOUTHWEST  
QUARTER OF SECTION 5 AND PART OF THE NORTHWEST  
QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11  
EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE  
PLAT THEREOF RECORDED JUNE 26, 1924 AS DOCUMENT  
179463, IN DUPAGE COUNTY, ILLINOIS.

PIN 06-08-104-011

## EXHIBIT 2

The Community Development Department retains a copy of the submittal to the Economic and Community Development Committee. This submittal includes contractor's quotes and a description of the work to be completed. The Applicants propose to: install awnings, electric and gooseneck lighting, masonry work, new windows, and a decorative fence.

### *Awnings*

Mesa Electronics is seeking to install three black awnings on the south elevation.

### *Electric Service for External Illumination*

Mesa Electronics is seeking to install electric service for outside gooseneck lighting above the awnings.

### *Lighting*

Mesa Electronics is seeking to install outside gooseneck lighting above the awnings and sconces.

### *Masonry*

Mesa Electronics is seeking to change and update the building façade on the south and part of the west elevations to include additional compatible masonry, and an enhanced parapet wall with EIFS construction. Four new window openings will be installed on the south elevation, consistent with a typical retail storefront. The new brick color will be matched to the current brick. The front entrance would be ADA accessible.

### *Glass*

Mesa Electronics is seeking to install new windows on the south elevation.

### *North Exterior Perimeter Fence*

Mesa Electronics is seeking to install a new fence replacing the existing chain link fence on the property. The new fence will be a four feet tall ornamental style aluminum fence and which will help create an aesthetic enhancement for the corridor.

Resolution No. \_\_\_\_\_

130 E. St. Charles Road

STATE OF ILLINOIS     )

)SS

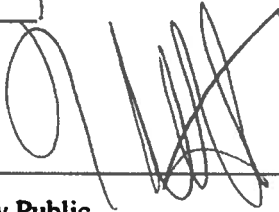
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Enrique Mesa and Lori Mesa, personally known to me to be the  
same person whose names are subscribed to the foregoing instrument, appeared before  
me this day in person and severally acknowledged that they signed and delivered the said  
instrument, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20TH day of SEP., 2014.

Commission expires 12-11, 2014



  
\_\_\_\_\_  
Notary Public