

RESOLUTION
R 49-23

**A RESOLUTION APPROVING A DOWNTOWN RESTAURANT FORGIVABLE
LOAN, A DOWNTOWN RETAIL BUSINESS GRANT AND A DOWNTOWN
RENOVATION AND IMPROVEMENT GRANT FOR THE PROPERTY
COMMONLY KNOWN AS 2-8 W. ST. CHARLES ROAD**

WHEREAS, the Village of Lombard (the “Village”) disburses funds for the Downtown Restaurant Forgivable Loan Program, the Downtown Retail Business Grant and the Downtown Renovation and Improvement Grant (the “Programs”) under the authority of the Village Board of Trustees, and will provide monetary grants to qualified property owners in the Lombard Downtown Tax Increment Financing (TIF) District to enhance and improve buildings and parking areas; and,

WHEREAS, property owner 10 W. St. Charles LLC (the “Applicant”), desires to participate in these Programs for interior and exterior renovations to the building (the “Project”) located at 2-8 W. St. Charles Road, Lombard, Illinois (the “Subject Properties”) and,

WHEREAS, the Project shall consist of those renovations on the Subject Properties 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 Applicant with the following:

1. A Downtown Renovation and Improvement Grant of up to \$50,000 for the proposed façade modifications and related eligible components; and
2. A Restaurant Forgivable Loan of up to \$100,000 and a Downtown Retail Business Grant of up to \$20,000 for the proposed tenant modification and build out of the existing vacant building at 6 W. St. Charles Road and related tenant modifications in the 2 West St. Charles restaurant space.

Such funding shall be available to the Applicant 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 Applicant has paid all invoices for labor and materials in connection therewith.

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

1. Building permits must be received for the applicable work, with completion and passage of all required inspections.
2. Work shall be complete one year from the date of approval by the ECDC.
3. Before the grant can be paid out, 10 W. St. Charles Road LLC shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form. The Village shall pay out to the grant recipient based upon the grant parameters limitations set forth within the respective Policies.
4. After the grant funds are paid, 10 W. St. Charles Road LLC shall display the Village window sign acknowledging they received a grant.

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

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

SECTION 5: That the Owner agrees that the Agreement may be duly recorded against the subject Property, to serve as notice upon future purchasers, assigns, estate representatives, mortgages, and all other interested persons of the conditions outlined in the Agreement.

SECTION 6: The Village may terminate the Agreement if the Applicant or Owner, or any subsequent business or property owner, fails to comply with any of the terms of the Agreement. In the event of termination, the Owner shall be required to repay any amount of the Grant disbursed.

Resolution No. 49-23
2-8 W. St. Charles Road

SECTION 7: 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 21st day of September 2023, pursuant to a roll call vote as follows:

Ayes: Trustee LaVaque, Dudek, Puccio, Honig, and Bachner

Nays: None

Absent: Trustee Militello

Approved by me this 21st day of September 2023.


Keith T. Giagnorio
Village President

ATTEST:

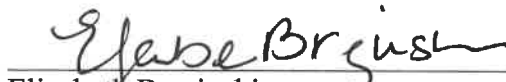

Elizabeth Brezinski
Village Clerk

EXHIBIT A
Legal Description

2 W. ST. CHARLES ROAD (06-07-206-042)

LOT 2 AND THAT PART OF LOT 3, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF ST. CHARLES ROAD (FORMERLY LAKE STREET) 65.0 FEET EASTERLY FROM THE SOUTHEAST CORNER OF LOT 5 IN BLOCK 11; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 5, 68.0 FEET, MORE OR LESS TO THE SOUTH LINE OF THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF LOT 3 TO THE EAST LINE OF SAID LOT 3 (BEING THE WEST LINE OF MAIN STREET); THENCE SOUTH ALONG THE EAST LINE OF LOT 3, 30.0 FEET, PREVIOUS TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 2, 35.0 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2 (BEING THE NORTH LINE OF ST. CHARLES ROAD)(FORMERLY LAKE STREET); THENCE WESTERLY ALONG THE NORTH LINE OF ST. CHARLES ROAD, 39-28 FEET TO THE PLACE OF BEGINNING (EXCEPTING THE WESTERLY 20-5 FEET OF SAID PART OF LOT 3 AFORESAID) IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF SECTION 5 TO 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, ALSO

6 WEST ST. CHARLES ROAD (06-07-206-022)

THE WESTERLY 20.5 FEET OF THE PART OF LOT 3 IN BLOCK 11 OF THE PLAT OF THE TOWN OF LOMBARD DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF LAKE STREET 65 FEET EASTERLY FROM THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 11; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 5, 70 FEET; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT ON THE WEST LINE OF MAIN STREET, 22 FEET NORTHERLY FROM THE NORTHEASTERLY CORNER OF LOT 2 IN SAID BLOCK; THENCE SOUTH ALONG THE WEST LINE OF MAIN STREET, 22 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 23 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, 35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2 AND THE NORTH LINE OF LAKE STREET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LAKE STREET 39-28 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS; ALSO

8 W. ST. CHARLES ROAD (06-07-206-032)

THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF LOTS 3 AND 4 AND THE SOUTH 36.0 FEET OF THE NORTH 76.0 FEET OF THAT PART OF LOT 5 (BEING 20.0 FEET MORE OR LESS) LYING EAST OF THE EAST LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED FROM JOSEPH B. HULL TO ISAAC CLAFLIN AND RECORDED OCTOBER 121, 1869, AS DOCUMENT 11925 (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT, TO-WIT: BEGINNING ON THE SOUTH LINE OF SAID LOT 4, 5.0 FEET EAST OF THE SOUTHWEST CORNER

Resolution No. 49-23
2-8 W. St. Charles Road

THEREOF; ALONG AN OLD FENCE LINE) 5.0 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOTS (BEING ALONG AN OLD FENCE LINE) 35.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE WES LINE OF SAID LOT 3 (BEING ALONG AN OLD FENCE LINE)70.0 FEET TO THE SOUTH LINE OF SAID BLOCK; THENCE WESTERLY ALONG SAID SOUTH LINE 60.0 FEET TO THE PLACE OF BEGINNING (AND BEING THE SAME PROPERTY AS DESCRIBED IN QUIT CLAIM DEED FROM GEORGE H. FISCHER AND WIFE, TO MARY S. OTT AND MAY OTT RECORDED APRIL 18, 1930, AS DOCUMENT 296170) IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF SECTIONS 5 TO 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

DOWNTOWN RESTAURANT FORGIVABLE LOAN PROGRAM AGREEMENT

This Downtown Restaurant Forgivable Loan Program (hereinafter referred to as the “Agreement”) Agreement is entered into this 21st day of September, 2023, by and between the Village of Lombard, Illinois, (hereinafter referred to as the “Village”), and property owner 10 W. St. Charles LLC (hereinafter referred to as “Applicant”), for the property located at 2-8 W. 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”).

WITNESSETH

WHEREAS, the Village, pursuant to Chapter 36 of the Lombard Village Code, has established a Downtown Restaurant Forgivable Loan, Downtown Retail Business Grant and Downtown Renovation and Improvement Grant Programs (hereinafter referred to as the “Programs”), and, as such, will provide assistance to qualified business owners and property owners in the Eligible TIF Districts (as said term is defined in Section 36.51 of the Lombard Village Code) for selected interior and exterior renovations; and

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

WHEREAS, interior 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 Applicant desires to participate in the Programs, for proposed renovations at the Subject Property; with said 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 Applicant with a grant under the Program in the following not to exceed amounts (hereinafter referred to as the “Grants”).

1. A Downtown Renovation and Improvement Grant (Façade Grant) of up to \$50,000 for the proposed façade modifications and related eligible components.

2. A Restaurant Forgivable Loan of up to \$100,000 for the proposed tenant modification and build-out of the existing vacant building at 6 West. St. Charles and ancillary and related tenant modifications in the 2 West St. Charles restaurant space.
3. A Downtown Retail Business Grant of up to \$20,000 for the proposed tenant modification and outside capital improvements.

Such Grants shall be available to the Applicant, upon the authorization of the Village's Director of Community Development, after the Applicant has constructed the Project, complied with the provisions of this Agreement and Chapter 36 of the Lombard Village Code, and has paid for the Project.

The maximum amount of the Downtown Renovation and Improvement Grant, as set forth above, is based upon the Applicant expending no less than one hundred thousand and 00/100 dollars (\$100,000.00) in eligible costs relation to the Project. If the Applicant's expenditures for the Project are less, the Grant shall be reduced such that the maximum amount of the Grant shall not exceed one-half (1/2) of the amount expended by the Applicant in relation to the Project.

The maximum amount of the Restaurant Forgivable Loan, as set forth above, is based upon the Applicant expending no less than three hundred thousand and 00/100 dollars (\$300,000.00) in eligible costs in relation to the Project. If the Applicant's expenditures for the Project are less, the Grant shall be reduced such that the maximum amount of the Grant shall not exceed one-third (1/3) of the amount expended by the Applicant in relation to the Project.

The maximum amount of the Downtown Retail Business Grant, as set forth above, is based upon the Applicant expending no less than forty thousand and 00/100 dollars (\$40,000.00) in eligible costs in relation to the Project. If the Applicant's expenditures for the Project are less, the Grant shall be reduced such that the maximum amount of the Grant shall not exceed one-half (1/2) of the amount expended by the Applicant in relation to the Project.

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

4. Building permits must be received for the applicable work, with completion and passage of all required inspections.
5. Work shall be complete one year from the date of approval by the ECDC.
6. Before the grant can be paid out, 10 W. St. Charles Road LLC shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and

an IRS W-9 form. The Village shall pay out to the grant recipient based upon the grant parameters limitations set forth within the respective Policies.

7. After the grant funds are paid, 10 W. St. Charles Road LLC shall display the Village window sign acknowledging they received a grant.

SECTION 3: Upon completion of the Project, the Applicant 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 Owner hereby consents 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: The Owner hereby agrees to be bound by the lien conditions set forth in Section 36.55 of the Lombard Village Code, which are incorporated herein by reference as if set forth in full herein, including, but not limited to, the condition that, upon disbursement of the Restaurant Forgivable Loan funds by the Village, no business, other than a restaurant, may operate at the subject Property for a period of ten (10) years from the recording of the lien referenced in said Section 36.55 of the Lombard Village Code, without the consent of the Village.

SECTION 6: In the event the Village terminates this Agreement as a result of the Applicant or Owner failing to comply with any of the terms of this Agreement, the Applicant and/or Owner 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 within thirty (30) days of the Village's written demand for repayment, interest shall accrue at a rate of two percent (2%) per month on the unpaid amount due until the amount due is paid in full, and the Village shall have the right to record a lien against the Subject Property for said amount, and foreclose upon said lien in the same manner as in regard to a mortgage.

SECTION 7: The Applicant and Owner agree not to substantially change the use of the business or interior space for which the Grant was received for a period of not less than ten (10) years from the date the Agreement was executed.

SECTION 8: This Agreement shall be binding upon the successors and assigns of the Parties hereto.

Resolution No. 49-23
2-8 W. St. Charles Road

VILLAGE OF LOMBARD


By: Keith T. Giagnorio, Village President


Attest: Elizabeth Brezinski, Village Clerk

Resolution No. 49-23
2-8 W. St. Charles Road

APPLICANT/OWNER

10 W. St. Charles LLC (George Garifalis)

Resolution No. 49-23
2-8 W. 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 George Garifalis, agent of 10 W St. Charles LLC, personally known to me to be the owners of the subject Property, as referenced in the foregoing Agreement, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2023.

Commission expires _____, 20____.

Notary Public

EXHIBIT 1

Legal Description

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Resolution No. 49-23
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EXHIBIT 2

The Village of Lombard Community Development Department retains a copy of the complete submittal to the Village. This submittal includes contractor's quotes and a description of the work to be completed as part of the Project. The Applicant/Owner proposes to install interior improvements for a new full-service sit-down restaurant. Such improvements include, but are not limited to, plumbing, framing, electric, HVAC, windows, doors, bathrooms, restaurant capital infrastructure, restroom accommodations and life/safety improvements. Additionally, the Project includes exterior modifications and enhancements to the south building façade and decorative fencing. Said conceptual plans are attached as a part of this Exhibit.



GROVE TAVERN

6 W. Saint Charles Road
Lombard, IL 60148

INDEX OF DRAWINGS :

ARCHITECTURAL	STRUCTURAL	PLUMBING
T1.0 GENERAL INDEX	S1.0 FOUNDATION PLAN,	P1.0 PLUMBING PLAN
A1.0 DEMOLITION PLAN	S2.0 FOUNDATION DETAILS	P2.0 PLUMBING NOTES
A2.0 EQUIPMENT PLAN	S2.0 ROOFING PLAN,	
A3.0 REFLECTED CEILING PLAN	ROOFING DETAILS	
A4.0 EXTERIOR ELEVATIONS	MECHANICAL	ELECTRICAL
A5.0 BUILDING SECTION	M1.0 HVAC PLAN	E1.0 POWER PLAN
A6.0 TOILET ELEVATIONS,	M2.1 ECON-AIR NOTES	E2.0 LIGHTING PLAN
ROOM FINISH SCHEDULE,	M2.2 ECON-AIR DETAILS	E3.0 ELECTRICAL NOTES
DOOR & FRAME SCHEDULE	M2.3 ECON-AIR DETAILS	E4.0 ELECTRICAL SPECIFICATIONS
	M2.4 ECON-AIR DETAILS	

GENERAL NOTES:

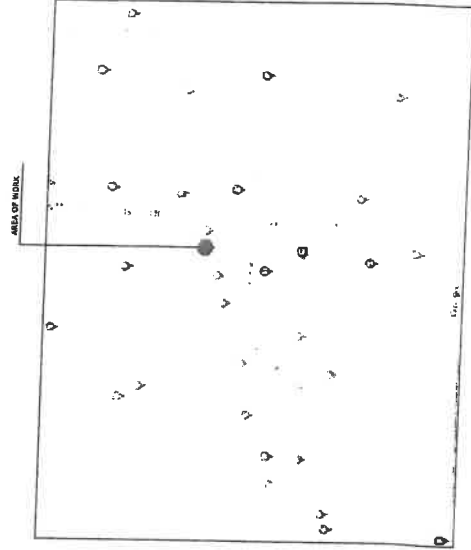
- WORK IS TO BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND FEES.
- PROTECT EXISTING WORK AND MATERIALS. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES, STRUCTURES, FINISHES, AND FIXTURES UNLESS OTHERWISE SPECIFIED BY THE ARCHITECT. ALL NECESSARY PROTECTION SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION. ALL NECESSARY MATERIALS SHALL BE PREPARED WITH PROTECTION TO PREVENT DAMAGE TO EXISTING WORK. NO CONTRACTOR SHALL DAMAGE OR WEAREN THE STRUCTURAL INTEGRITY OF THE BUILDING.
- DO NOT SCALE DRAWINGS - DIMENSIONS GOVERN.
- THE WORK INCLUDES THE FURNISHING OF ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING WORK AND MATERIALS. THE CONTRACTOR SHALL MAINTAIN THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS OTHERWISE SPECIFIED.
- ALL CONTRACTORS TO BE WORKING WITH SITE CONDITIONS AND BASE MATERIALS SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING WORK AND MATERIALS. THE CONTRACTOR SHALL MAINTAIN THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS OTHERWISE SPECIFIED.
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SCOPE OF WORK

ALL WORK SHALL TAKE PLACE WITHIN AN EXISTING STRUCTURE OF AN EXISTING BUILDING. THE SCOPE OF THE EXISTING WORK IS AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING WORK AND MATERIALS. THE CONTRACTOR SHALL MAINTAIN THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS OTHERWISE SPECIFIED.

BUILDING / CODE DATA:

- TYPE: 3B
- UNFACTORY / NON-COMBUSTIBLE CONSTRUCTION
- USE GROUP: A - ASSEMBLY
- AREA: 1,144 S.F.
- CHUBB: 2,288 S.F.
- INSTR: 2,288 S.F.
- CODES:
 - 2018 INTERNATIONAL BUILDING CODE (AMENDMENTS)
 - 2018 INTERNATIONAL ELECTRICAL CODE (AMENDMENTS)
 - 2018 INTERNATIONAL MECHANICAL CODE (AMENDMENTS)
 - 2018 INTERNATIONAL FIRE CODE (AMENDMENTS)
 - 2018 STATE OF ILLINOIS PLUMBING CODE (AMENDMENTS)
 - 2018 ILLINOIS ACCESSIBILITY CODE



1 LOCATION MAP
NOT TO SCALE

Interior Remodel / Addition
GROVE TAVERN

6 W. Saint Charles Road
Lombard, IL 60148

Capital Architects
Architect

PLANNING & DESIGN

433 N. Lough Street
Barrington, Illinois 60010
Tele : (847) 289-1175

Project No: **22102**

No.	Description	Date
1	Issued for Review	12-12-23

Sheet Title:
**GENERAL NOTES,
DRAWING INDEX,
LOCATION MAP**

Sheet No:
T1.0

