

**RESOLUTION**  
**R 3-16**

**A RESOLUTION APPROVING A DOWNTOWN RESTAURANT FORGIVABLE LOAN  
FOR THE PROPERTY COMMONLY KNOWN AS  
101 W. ST. CHARLES ROAD**

WHEREAS, the Village of Lombard (the "Village") disburses funds for the Downtown Restaurant Forgivable Loan Program (the "Program") 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, Topaz RG, LLC owned by Stephen J. and Dana Moreau (the "Applicant"), desires to participate in this Program for interior renovations to the building (the "Project") located at 101 W. St. Charles Road, Lombard, Illinois (the "Subject Property") and,

WHEREAS, the legal owner of record of 101 W. St. Charles Road, Lombard, Illinois is Thomas J. Smith (the "Owner"); and,

WHEREAS, the Applicant is a tenant of 101 W. St. Charles Road, Lombard, Illinois; and,

WHEREAS, the Project shall consist of those renovations to the interior 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 Applicant with a grant of up to eighty-one thousand five hundred forty-nine and 30/100 dollars (\$81,549.30), pursuant to the Program (the "Grant"). Such monies 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:

- a. Permits must be applied for and received for all of the work.
- b. Work must be complete within one (1) year from the date of approval of this Resolution by the Village Board of Trustees.
- c. Before the Grant can be paid out, the Applicant shall submit a final receipt to the Village (showing the Project has been paid in full), along with waivers of lien from the contractors working on the Project.

**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 any and 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.

**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 7<sup>th</sup> day of January, 2016.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

Nays: None

Absent: None

Approved this 7<sup>th</sup> day of January, 2016.

  
**Keith T. Giagnorio**  
Village President

ATTEST:

  
**Sharon Kuderna**  
Village Clerk

**EXHIBIT A**  
**Legal Description**

LOT 2 IN ZITT'S RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 1 IN BLOCK 19 IN THE TOWN OF LOMBARD, BEING SUBDIVISION IN SECTIONS 5, 6, 7 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1991 AS DOCUMENT R91-153504, IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-209-017

## **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 7<sup>th</sup> day of January, 2016, by and between the Village of Lombard, Illinois, (hereinafter referred to as the "Village"), Topaz RG, LLC owned by Stephen J. and Dana Moreau (hereinafter referred to as "Applicant"), and Thomas J. Smith (hereinafter referred to as "Owner"), doing business at 101 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"), with personal property being secured at 101 W. St. Charles Road, Lombard, Illinois. The Village, the Owner and the Applicant are sometimes referred to herein collectively as the "Parties."

### **WITNESSETH**

**WHEREAS**, the Village, pursuant to Sections 36.50 through 36.55 of the Lombard Village Code, has established a Downtown Restaurant Forgivable Loan 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 36.51 of the Lombard Village Code) for interior 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 Program, for proposed interior renovations at the Subject Property; (Program Application No.: 16-01); with said interior 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 an amount not to exceed eighty-one thousand five hundred forty-nine and 30/100 dollars (\$81,549.30) (hereinafter referred to as the "Grant"). Such Grant 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 Sections 36.50 through 36.55 of the Lombard Village Code, and has paid for the Project. The maximum amount of the Grant, as set forth above, is based upon the Applicant expending no less than two hundred and forty-four thousand six hundred forty-seven and 91/100 dollars (\$244,647.91) in relation to the Project. In the event that 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.

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

- a. Permits must be applied for and received for all of the work.
- b. Work must be complete within one (1) year from the date of approval of the Resolution authorizing this Agreement, by the Village Board of Trustees. (January 7, 2017 completion date).
- c. Before the Grant can be paid out, the Applicant shall submit a final receipt to the Village (showing the Project has been paid in full), along with waivers of lien from the contractors working on the Project.

**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.

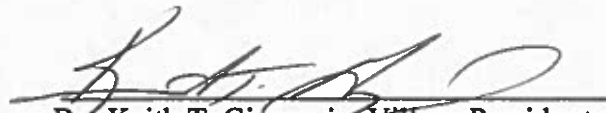
**SECTION 5:** The Owner hereby agrees to be bound by the lien conditions set forth in Section 36.55 of the Lombard Village Code, which are incorporated herein by reference as if set forth in full herein, including, but not limited to, the condition that, upon disbursement of the Grant funds by the Village, 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.

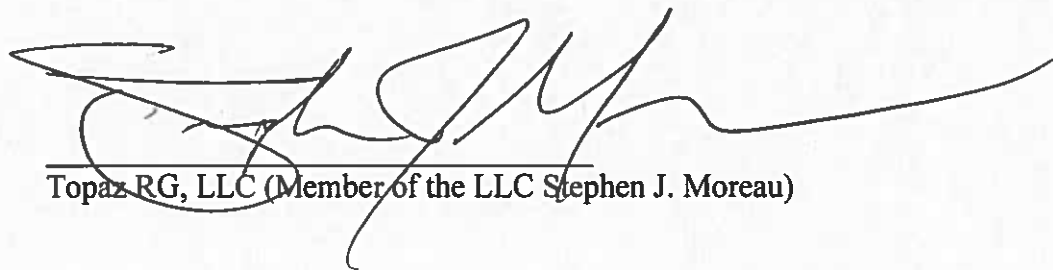
**SECTION 7:** The Applicant and Owner agree not to substantially change the use of the business or interior space for which the Grant was received for a period of not less than ten (10) years from the date the Agreement was executed.

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

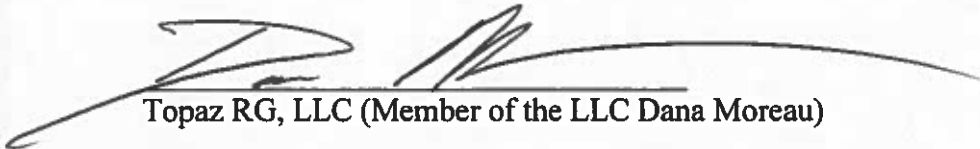
VILLAGE OF LOMBARD

  
By: Keith T. Giagnorio, Village President  
Attest: Sharon Kuderna, Village Clerk

APPLICANT

  
Topaz RG, LLC (Member of the LLC Stephen J. Moreau)

APPLICANT



Topaz RG, LLC (Member of the LLC Dana Moreau)

OWNER



Thomas J. Smith

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 7th day of JAN, 2016.

Commission expires MARCH 6, 2018.



Karen I. Ellis  
Notary Public

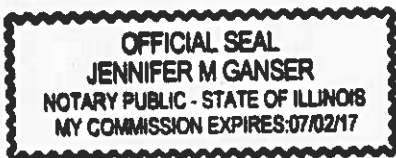


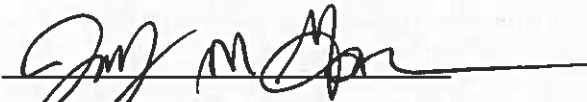
STATE OF ILLINOIS       )  
  )SS  
COUNTY OF DUPAGE       )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Stephen and Dana Moreau, personally known to me to be the  
managers of Topaz RG, LLC and the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person and severally acknowledged  
that he/she signed and delivered the said instrument, as the free and voluntary act of said  
limited liability company and his/her free and voluntary act, for the uses and purposes  
therein set forth.

GIVEN under my hand and official seal, this 5 day of Jan, 2016.

Commission expires July 2, 20 17.



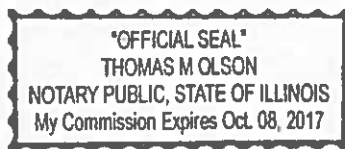
  
Notary Public


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 Thomas J. Smith, 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 4<sup>th</sup> day of JANUARY, 2016.

Commission expires OCTOBER. 8, 2017.



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

**EXHIBIT 1**  
**Legal Description**

LOT 2 IN ZITT'S RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 1 IN BLOCK 19 IN THE TOWN OF LOMBARD, BEING SUBDIVISION IN SECTIONS 5, 6, 7 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1991 AS DOCUMENT R91-153504, IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-209-017

## **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 proposes to install interior improvements for a new full-service restaurant. Such improvements include, but are not limited to, plumbing, framing, electric, HVAC, windows, doors, bathrooms, and a fire alarm.