

**RESOLUTION
R 38-15**

**A RESOLUTION APPROVING A DOWNTOWN IMPROVEMENT AND
RENOVATION GRANT FOR THE PROPERTY COMMONLY KNOWN AS
18 W. 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) Downtown District to enhance and improve buildings and parking areas; and,

WHEREAS, John Dagnon (the "Applicant"), wish to participate in this Program for façade renovations to the building (the "Project") located at 18 W. St. Charles Road, Lombard, Illinois (the "Subject Property") and,

WHEREAS, the Owner of 18 W. St. Charles Road, Lombard, Illinois is Sndry Prpties 39-11 represented by Don & Irene Tuchscherer; 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 nineteen thousand, one hundred and forty and 00/100 dollars (\$19,140.00), 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. 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, Marquette Kitchen & Tap will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.

- d. The projecting sign will need to meet the Village Sign Code.

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 21st day of May, 2015.

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

Nays: None

Absent: None

Approved this 21st day of May, 2015.


Keith T. Giagnorio
Village President

ATTEST:

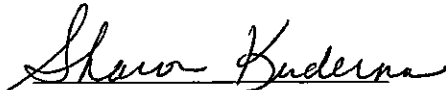

Sharon Kuderna
Village Clerk

EXHIBIT A
Legal Description

PARCEL 1:

THE WESTERLY 48.12 FEET (AS MEASURED ALONG ST. CHARLES ROAD) OF LOT 5 IN BLOCK 11 IN THE TOWN OF "LOMBARD", BEING A SUBDIVISION IN SECTION 5, 6, 7, 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE FULLY DESCRIBED BY COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE SOUTHERLY ON THE WESTERLY LINE OF LOT 5, 165.01 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5, WHICH IS THE NORTHERLY LINE OF ST. CHARLES ROAD, 48.12 TO A POINT IN THE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 5, 160.40 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 5; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5, 47.88 FEET TO THE PLACE OF THE BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1868, AS DOCUMENT 9483 IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-206-040

PARCEL 2:

A STRIP OF LAND 33.0 FEET IN WIDTH LYING NORTHERLY OF AND ADJOINING BETWEEN THE EASTERLY AND WESTERLY LINES EXTENDED NORTHERLY OF THAT PART OF LOT 5 IN BLOCK 11, AFORESAID, IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-206-039

DOWNTOWN IMPROVEMENT AND RENOVATION GRANT PROGRAM AGREEMENT

This Agreement is entered into this twenty-first day of May, 2015, by and between the Village of Lombard, Illinois, (hereinafter referred to as the "Village"), and John Dagon (hereinafter referred to as "Applicants") doing business at 18 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 18 W. 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 18 W. St. Charles Road, Lombard, Illinois; Program Application No.: **15-03**; 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 nineteen thousand, one hundred and forty and 00/100 dollars (\$19,140.00) (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 thirty eight thousand, two

hundred and eighty and 00/100 dollars (\$39,280.00) 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. 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, Marquette Kitchen & Tap will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.
- d. The projecting sign will need to meet the Village Sign Code.

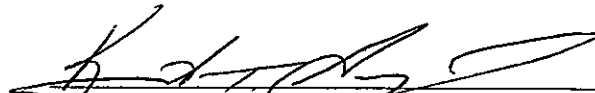
SECTION 3: Upon completion of the Project, the Applicants shall maintain the Subject Property and the business located thereon in accordance with all applicable federal, state and local laws, rules and regulations.

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.

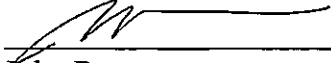
SECTION 6: This Agreement shall be binding upon the successors and assigns of the Parties hereto.

VILLAGE OF LOMBARD


By: Keith T. Giagnorio, Village President

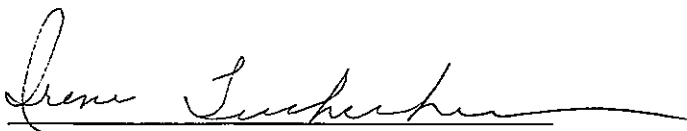

Attest: Sharon Kuderna, Village Clerk

APPLICANTS

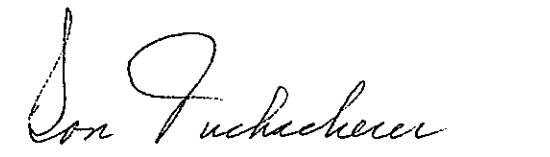


John Dagnon

OWNERS



Irene Tuchscherer



Don Tuchscherer

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 21st day of May, 2015.

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 Irene and Don Tuchscherer, 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 20 day of May, 2015.

Commission expires July 2, 2017.


Notary Public



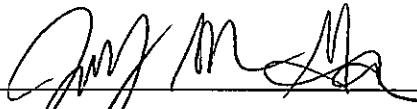
Resolution No. _____
18 W. St. Charles Road

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 John Dagnon, 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 20 day of May, 2015.

Commission expires July 2, 2017.



Notary Public

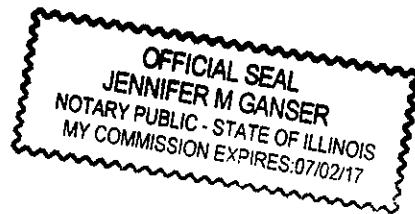


EXHIBIT 1
Legal Description

PARCEL 1:

THE WESTERLY 48.12 FEET (AS MEASURED ALONG ST. CHARLES ROAD) OF LOT 5 IN BLOCK 11 IN THE TOWN OF "LOMBARD", BEING A SUBDIVISION IN SECTION 5, 6, 7, 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE FULLY DESCRIBED BY COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE SOUTHERLY ON THE WESTERLY LINE OF LOT 5, 165.01 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5, WHICH IS THE NORTHERLY LINE OF ST. CHARLES ROAD, 48.12 TO A POINT IN THE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 5, 160.40 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 5; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5, 47.88 FEET TO THE PLACE OF THE BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1868, AS DOCUMENT 9483 IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-206-040

PARCEL 2:

A STRIP OF LAND 33.0 FEET IN WIDTH LYING NORTHERLY OF AND ADJOINING BETWEEN THE EASTERLY AND WESTERLY LINES EXTENDED NORTHERLY OF THAT PART OF LOT 5 IN BLOCK 11, AFORESAID, IN DUPAGE COUNTY, ILLINOIS.

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 exterior improvements: signage, windows, framing, and doors.