

**RESOLUTION**  
**R 7-15**

**A RESOLUTION APPROVING A DOWNTOWN RETAIL BUSINESS GRANT FOR THE  
PROPERTY COMMONLY KNOWN AS  
130 E. ST. CHARLES ROAD (MESA HOME VIDEO)**

WHEREAS, the Village disburses funds for the Downtown Retail Business 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, Enrique and Lori Mesa (the "Applicants"), wishes to participate in this Program for interior 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 Applicant's business, Mesa Home Video, is a tenant of 130 E. 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 a grant of up to twenty thousand and 00/100 dollars (\$20,000.00), 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 Applicant and Owners, as well as any subsequent business or property owners, 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. All work shall have passed inspection; and
- 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.

**SECTION 3:** The Applicants and Owners, and any subsequent business or property owners, 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. The Applicant and Owners agree not to substantially change the use of the business or interior space for which this grant was received for a period of not less than five (5) years from the date the Agreement was executed. Failure to maintain the business in accordance with local codes or negatively changing the use of the business or interior space will require pro-rated repayment of grant funds to the Village of Lombard.

**SECTION 4:** The Owners agrees that this Agreement may be duly recorded against the property located at 130 E. St. Charles Road to serve notice upon future purchasers, assigns, estate representatives, mortgages, and all other interested persons of the conditions outlined in this Agreement.

**SECTION 5:** That the Downtown Retail Business Grant Program Agreement, relative to the Project, attached hereto as Exhibit "B" and made part hereof is hereby approved (the "Agreement")

**SECTION 6:** The Village may terminate the Agreement if the Applicants, or any subsequent business or property owners, 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 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".

**SECTION 8:** That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

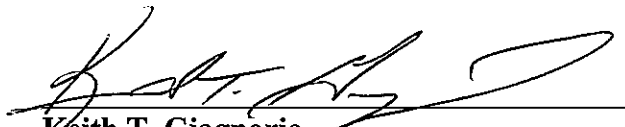
Adopted this 5<sup>th</sup> day of February, 2015.

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

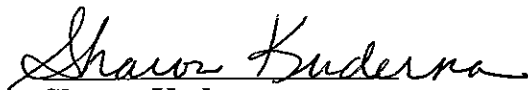
Nays: None

Absent: None

Approved this 5<sup>th</sup> day of February, 2015.

  
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 RETAIL BUSINESS GRANT PROGRAM AGREEMENT**

This Agreement is entered into this fifth day of February, 2015, 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 as Mesa Home Video (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 Applicant are sometimes referred to herein collectively as the "Parties."

### **WITNESSETH**

**WHEREAS**, the Village, pursuant to Sections 36.70 through 36.74 of the Lombard Village Code, has established a Downtown Retail Business 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 36.71 of the Lombard Village Code) for interior renovations;

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

**WHEREAS**, electronic stores are desirable uses 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;

**WHEREAS**, the Applicants wish to participate in this Program for proposed interior renovations to be located at 130 E. St. Charles Road, Lombard, Illinois at Mesa Home Video; Program Application No.: **15-01**; with said interior renovations being more specifically described in Exhibit "2" attached hereto and made part hereof (hereinafter referred to as the "Project");

**WHEREAS**, the Applicants has agreed to the property lien provisions as required by the Program;

**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 twenty thousand and 00/100 dollars (\$20,000.00) (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 36.70 through 36.74 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 forty thousand and 00/100 dollars (\$40,000.00) 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 Applicant 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; and
- 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.

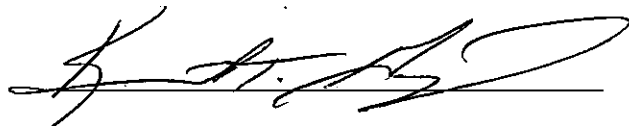
**SECTION 3:** Upon completion of the Project, the Applicants shall maintain the Subject Property and the business located thereon in accordance with all applicable federal, state and local laws, rules and regulations.

**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:** The Applicants agree not to substantially change the use of the business or interior space for which this grant was received for a period of not less than five (5) years from the date the Agreement was executed.

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

VILLAGE OF LOMBARD

A handwritten signature in black ink, appearing to read "Keith T. Giagnorio", written over a horizontal line.

By: Keith T. Giagnorio, Village President

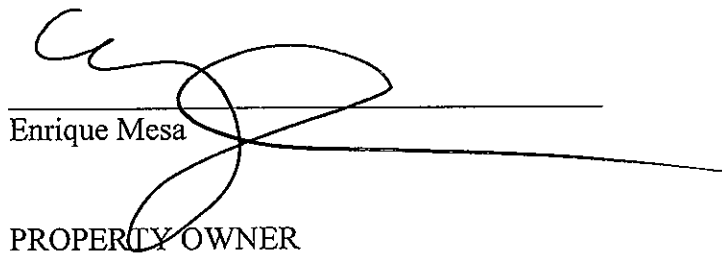
A handwritten signature in black ink, appearing to read "Sharon Kuderna", written over a horizontal line.

Attest: Sharon Kuderna, Village Clerk


APPLICANT

  
Lori Mesa

PROPERTY OWNER

  
Enrique Mesa

PROPERTY OWNER

  
Lori Mesa

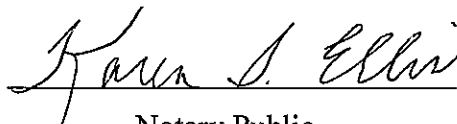
STATE OF ILLINOIS        )  
                                      )SS  
COUNTY OF DUPAGE        )

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 5th day of Feb, 2015.

Commission expires 3-6, 2018.



  
Notary Public

STATE OF ILLINOIS )

)SS

COUNTY OF DUPAGE )

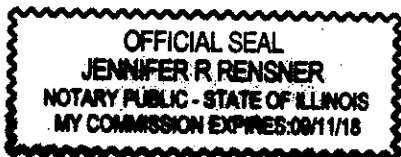
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Lori Mesa, personally known to me to be the same person  
whose name is subscribed to the foregoing instrument, appeared before me this day in  
person and severally acknowledged that she signed and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

GIVEN under my hand and official seal, this 27 day of Jan, 2015.

Commission expires 9/11, 2018.

Notary Public

*Jennifer R Rensner*



STATE IL COUNTY Kane  
SIGNED BEFORE ME 27 DAY Jan 2015  
NOTARY PUBLIC *Jennifer R Rensner*



STATE OF ILLINOIS )

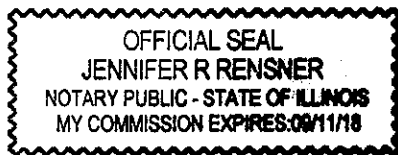
)SS

COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Enrique Mesa, personally known to me to be 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 27 day of Jan, 2015.

Commission expires 9/11, 2018.



*Jennifer R Rensner*  
Notary Public

STATE IL COUNTY Kane  
SIGNED BEFORE ME 27 DAY Jan, 2015  
NOTARY PUBLIC Jennifer R Rensner

**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.

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**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 Applicant proposes to install interior improvements such as a new ceiling, concrete coring, flooring, HVAC systems, electric, drywall/painting, and glass work.