

RESOLUTION

R 134 00

A RESOLUTION AUTHORIZING SIGNATURE OF VILLAGE MANAGER AND DIRECTOR OF COMMUNITY DEVELOPMENT ON AN AGREEMENT AUTHORIZING THE REIMBURSEMENT FUNDS FOR A DOWNTOWN FACADE IMPROVEMENT AT 6-10 EAST ST. CHARLES ROAD

WHEREAS, the Village is an agent for disbursement of funds for the Downtown Improvement and Renovation Grant 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) District to enhance and improve downtown buildings and parking areas; and,

WHEREAS, Lombard Foot and Ankle Clinic (hereinafter referred to as "Owner"), wishes to participate in this program for facade renovation for the building located at 6-10 East St. Charles Road, Lombard, Illinois; and,

WHEREAS, the proposed facade improvements will complement and support the Village's plans to maintain a quality Central Business District.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The Village shall grant up to \$50,000.00 for which Owner qualifies pursuant to the Downtown Improvement and Renovation Grant Program. Such grant shall be available to Owner upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the project has been completed and Owner has paid all invoices for labor and materials in connection therewith.

SECTION 2: The Owner of 6-10 East St. Charles Rd. agrees that the project will be performed in accordance with the plans entitled "Lombard Foot and Ankle Clinic, South Elevation (Proposed)", dated March 28, 2000, and prepared by PPKS Architects, LTD., attached hereto as Exhibit "A", and the plans entitled "Lombard Foot and Ankle Clinic, East Elevation (Proposed)", dated March 28, 2000, attached hereto as Exhibit "B", and Exhibit "C" as described in a letter from PPKS Architects, LTD., dated March 27, 2000, and as amended by Exhibit "D", dated March 29, 2000, and the project cost estimate, attached hereto as Exhibit "E".

SECTION 3: The Owner will perform the following obligations in connection with the project:

- a. Comply with all regulations and standards of the Village of Lombard Downtown Improvement and Renovation Grant Program and all applicable building codes.
- b. Take all reasonable action to assure completion of the project within 6 months from the date of execution of this agreement. Failure to complete the project within 6 months from the date of execution of this agreement may result in forfeiture of the grant and loan and termination of this agreement.
- c. Allow inspection of the project by authorized employees of the Village to assure compliance with federal, state, and local regulations related to the grant, as well as compliance with applicable building codes.
- d. Maintain and allow access to the financial records that pertain to the project by authorized employees of the Village. At a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks and partial and final waivers of liens shall be kept.
- e. Submit copies of all final waivers of lien, canceled checks, invoices related to the project to the Department of Community Development.

SECTION 4: The Owner and any subsequent owner agrees to maintain the business in accordance with local codes, and agrees 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 three (3) years from the date of the Agreement. Failure to maintain the business in accordance with local codes or negatively changing the use of the Business or interior space will require full repayment of grant funds to the Village of Lombard. This requirement may be waived by the Director of Community Development on a case-by-case basis.

SECTION 5: The Owner agrees that this Agreement may be duly recorded against the property located at 6-10 East 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 6: The Village may suspend or terminate this Agreement if the Owner fails to comply with any of the terms of this Agreement. In the event of suspension or termination, the Business Owner shall be required to repay any amount of the grant disbursed.

Ordinance No. 134-00

Page 3

SECTION 7: That the Village Manager be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

SECTION 8: That the Director of Community Development be and hereby is authorized to attest said agreement as attached hereto.


Adopted this 4th day of May, 2000.

Ayes: Trustees Borgatell, Tross, Schaffer, Sebby, Florey and Kufrin


Nayes: None

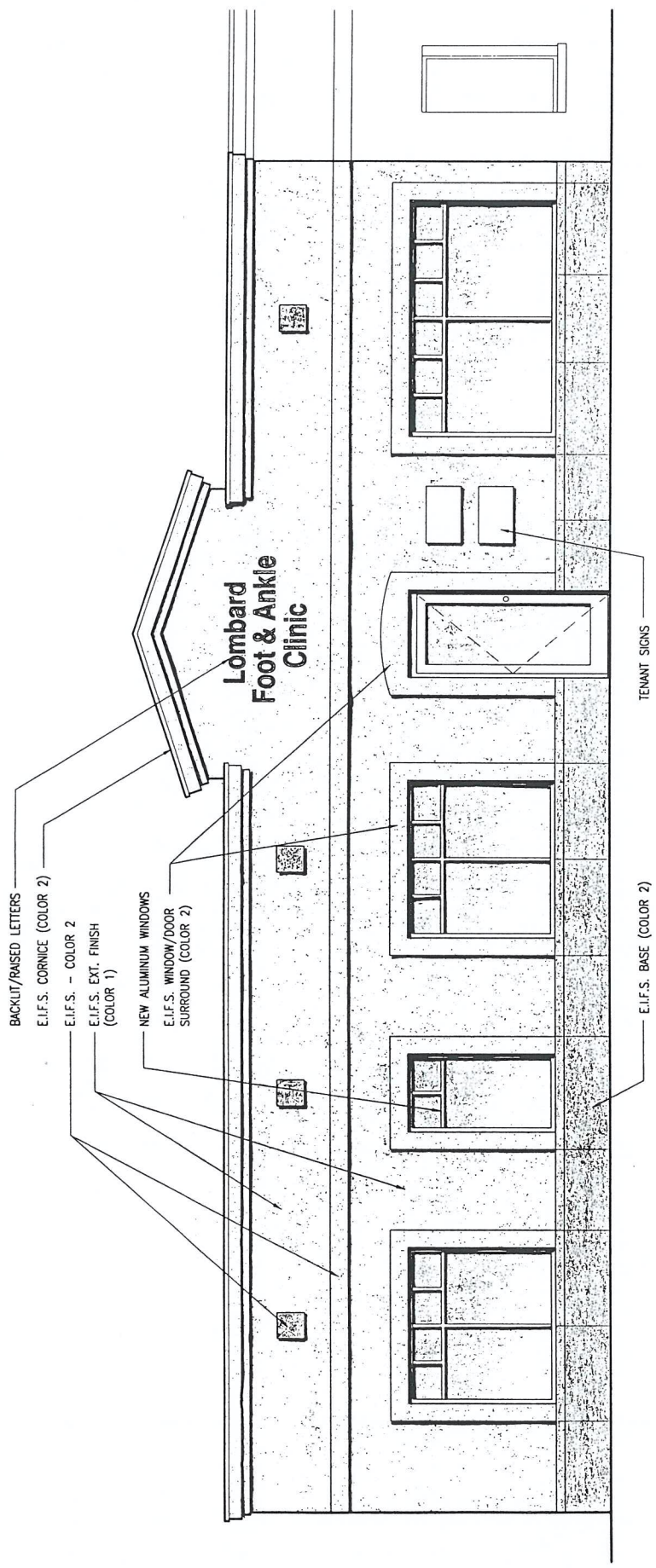
Absent: None

Approved this 4th, day of May, 2000.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk



SOUTH ELEVATION (PROPOSED)

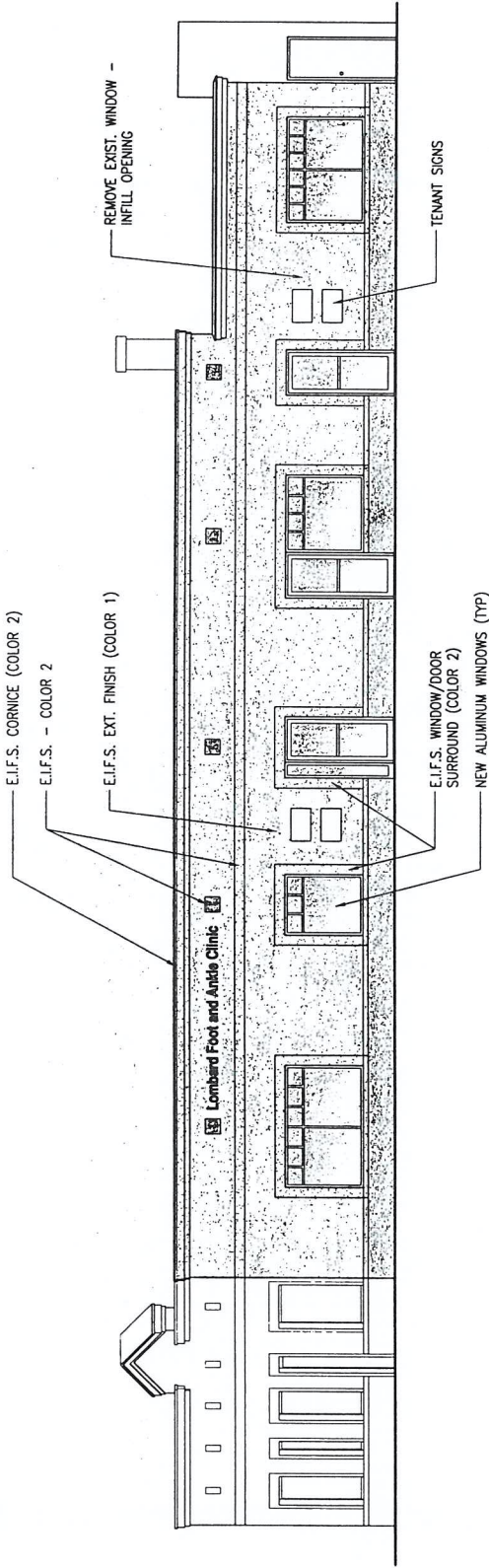
SCALE: 1/4" = 1'-0"



P|P|K|S
ARCHITECTS | LTD

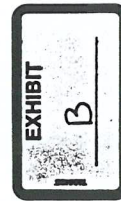
PERKINS PRYDE KENNEDY + STEEVENSZ

LOMBARD FOOT and ANKLE CLINIC
LOMBARD, IL
MARCH 28, 2000



EAST ELEVATION (PROPOSED)

SCALE: 1/8" = 1'-0"



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ARCHITECTS | LTD

PERKINS PRYDE KENNEDY + STEEVENSZ

LOMBARD FOOT and ANKLE CLINIC
LOMBARD, IL
MARCH 28, 2000

PPKS

ARCHITECTS LTD

March 27, 2000

PERKINS PRYDE KENNEDY + STEEVENSZ ARCHITECTS, LTD

Mr. Dave Hulseberg
Director of Community Development
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148-3931

Re: Lombard Foot and Ankle Clinic
PPKS Job No. 200018

Dear Mr. Hulseberg,

Please review the enclosed information regarding the proposed renovation of 6 -10 East St. Charles Road.

PPKS is submitting herewith plans and elevations of the proposed renovation in consideration of the Owner's application to the "Downtown Improvement and Renovation Grant Program".

A brief summary of the proposed renovation is as follows:

1. Removal of the existing canopy on the south and east facades.
2. Removal of existing storefront and stone facade on the south facade. The stone facade will be replaced with a brick veneer similar in texture and color to the east facade.
3. Replacement of existing windows and replacement with new insulated aluminum storefront windows.
4. New signage for the entire building exterior. Main sign is intended to be individual letters with back light. Sign shall be in conformance with the Village Code and is shown for intent at this time.
5. Installation of a new water line to supply a new automatic sprinkler system throughout the building. The installation shall require removal and replacement of sidewalk and street pavement.

The proposed design is intended to revitalize the appearance of the building and reflect the Lombard Foot and Ankle Clinic owner/occupant commitment to the Village Business Community. The same quality that goes into their patient care is expressed in the design of the renovation.

We hope you agree that this proposed renovation will strongly enhance the character of the neighborhood and have the same strong support of your Department.



Mr. Dave Hulseberg
Director of Community Development
Village of Lombard

March 27, 2000
Page 2

Should you have any questions regarding the proposed design please contact me at your earliest convenience.

Respectfully submitted,



Craig R. Pryde, AIA *unt*
Principal

enclosures: Floor Plan (3 black/white)
South/East Elevations (1 color, 3 black/white)
Existing Photos
Preliminary Cost Estimate (facade only)

March 29, 2000

Mr. Dave Hulseberg
Director of Community Development
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148-3931

Dear Mr. Hulseberg:

Enclosed is the information that I received from PPKS Architects related to the renovation of 6-10 East St. Charles Road. Please note that item 2 of the letter enclosed from PPKS dated March 27, 2000 should read as follows:

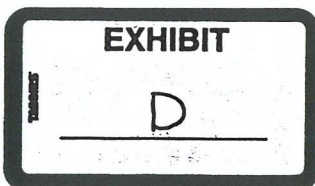
2. Removal of existing storefront and stone façade on the south façade. The stone façade will be replaced with Drive-It on both the south façade and the east façade.

Craig Pryde is on vacation and will be returning on Friday March 31st. When he returns we will submit the updated estimate for the new façade.

Please call Craig Pryde or myself at (630) 579-9275 if you have any questions.

Sincerely,


Greg Herr

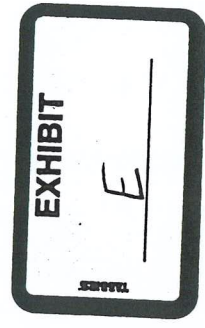


Project Title: Lombard Foot Clinic - Exterior Restoration
 Project Location: Lombard, Illinois

Estimate Type: Preliminary
 Date: April 3, 2000

Description	Quantity	Rate \$	Unit	Subtotal \$	Total \$
DEMOLITION / SITEWORK					
Remove windows and storefront	1	\$2,000.00	LS	\$ 2,000.00	
Remove masonry	1	\$1,500.00	LS	\$ 1,500.00	
Remove canopy	132	\$ 10.00	LF	\$ 1,320.00	
Disposal of debris	1	\$1,500.00	LS	\$ 1,500.00	
New water service - Connect to Main in St. Charles Road	1	\$8,000.00	LS	\$ 8,000.00	\$ 14,320.00
NEW WINDOWS, DOORS, AND MASONRY					
Remove window and Infill opening	2	\$1,500.00	EA	\$ 3,000.00	
New entry doors	4	\$1,500.00	EA	\$ 6,000.00	
New double window units	5	\$4,000.00	EA	\$ 20,000.00	
New single window units	3	\$2,000.00	EA	\$ 6,000.00	
Dryvit EIFS System (south, east walls and 20 ft of west wall)	2500	\$ 9.00	SF	\$ 22,500.00	
Premium for Dryvit surrounds	1	\$2,500.00	EA	\$ 2,500.00	
New coping, flashing, etc.	150	\$ 5.00	LF	\$ 750.00	
Electrical for signage and lighting	1	\$1,500.00	LF	\$ 1,500.00	
New infill framing (south wall)	1	\$3,500.00		\$ 3,500.00	
New feature gable and associated roofing modifications	1	\$3,500.00	EA	\$ 3,500.00	
Miscellaneous masonry repairs, features, etc.	1	\$ 750.00	LS	\$ 750.00	\$ 70,000.00
GENERAL CONDITIONS AND CONTINGENCIES					
General conditions, overhead and profit				Subtotal	\$ 84,320.00
Contingency (Design)				15%	\$12,648.00
				10%	\$8,432.00
ESTIMATED RENOVATION COST					\$ 105,400.00
					\$5,000.00
TOTAL ESTIMATED COST					\$ 110,400.00

Signage



**AGREEMENT CONCERNING PARTICIPATING IN THE
DOWNTOWN IMPROVEMENT AND RENOVATION
GRANT PROGRAM**

This Agreement, entered into this 21st day of March, ²⁰⁰⁰1999,
by and between the Village of Lombard, Illinois, (the "Village") and Esther Lyon
doing business as Lombard Foot & Ankle Clinic PC at 6 East St. Charles Rd, Suite 101
Lombard, Illinois (the "Business Owner") with personal property
being secured at _____.

WHEREAS, the Village is an agent for disbursement of funds for the Downtown Improvement and Renovation Grant Program under the authority of the Village Board of Trustees by their action of _____; and as such, will provide monetary grants to qualified property owners in the Lombard Tax Increment Financing (TIF) District, to enhance and improve downtown buildings and parking areas.

WHEREAS, this program will compliment and support the Village's plans to maintain a quality Central Business District;

WHEREAS, the improvement and enhancement of buildings and parking areas are crucial to maintaining an economically strong Central Business District; a commercial area where the image, appearance, and environment encourage the attraction of shoppers; and

WHEREAS, the Business Owner wishes to participate in this program for a building or parking area rehabilitation located at ¹⁸6 East St. Charles Road Lombard, Illinois. Downtown Improvement and Renovation Grant Program Application No.: 2000-01.

NOW, THEREFORE, the parties agree as follows:

1. The Village shall grant up to \$ 50,000. for which Business Owner qualifies pursuant to the Downtown Improvement and Renovation Grant Program. Such grant shall be available to Business Owner upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the project has been completed and Business Owner has paid all invoices for labor and materials in connection therewith. The maximum amounts of the grant identified in this paragraph are based upon the Business Owner's expending for the projects no less than the estimated costs of \$ 110,000. In the event that Business Owner's expenditures for the project are less than said estimate, the grant shall

be reduced by the same percentage as Business Owner's actual costs are less than the estimate.

2. The Business Owner agrees that the project will be performed in accordance with plans and written estimates approved by the Director of Community Development of the Village of Lombard, and attached hereto as Exhibit A and incorporated in this agreement.
3. The Business Owner will perform the following obligations in connection with the project;
 - a. Comply with all regulations and standards of the Village of Lombard Downtown Improvement and Renovation Grant Program and all applicable building codes.
 - b. Take all reasonable action to assure completion of the project within six months from the date of execution of this agreement. Failure to complete the project within six months from the date of execution of this agreement may result in forfeiture of the grant and loan and termination of this agreement.
 - c. Allow inspection of the project by authorized employees of the Village to assure compliance with federal, state, and local regulations related to the grant, as well as compliance with applicable building codes.
 - d. Maintain and allow access to the financial records that pertain to the project by authorized employees of the Village. At a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks and partial and final waivers of liens shall be kept.
 - e. Submit copies of all final waivers of lien, canceled checks, invoices related to the project to the Department of Community Development.
4. In exchange for grants in excess of \$10,000, the Business Owner and any subsequent owner agrees to maintain the business in accordance with local codes, and agrees 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 three (3) years from the date of this Agreement.

The following types of businesses are encouraged in the downtown (the list is not all inclusive):

1. Restaurants
2. Outdoor cafes
3. New retail shops

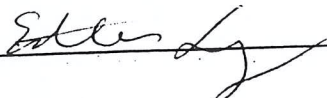
The following types of businesses are discouraged in the downtown (the list is not all inclusive):

1. Second hand or rummage stores
2. Sports card shops
3. Pawn shops
4. Currency exchanges

Failure to maintain the business in accordance with local codes or negatively changes the use of the Business or interior space will require full repayment of grant funds to the Village of Lombard. This requirement may be waived by the Director of Community Development on a case-by-case basis.

5. In exchange for grants in excess of \$10,000, the Business Owner agrees that this Agreement may be duly recorded against the property located at 6-10 East St. Charles Road to serve notice upon future purchasers, assigns, estate representatives, mortgagees, and all other interested persons of the conditions outlined in this Agreement.
6. The Village may suspend or terminate this Agreement if the Business Owner fails to comply with any of the terms of this Agreement. In the event of suspension or termination, the Business Owner shall be required to repay any amount of the grant disbursed.


BUSINESS OWNER
(Lessee)

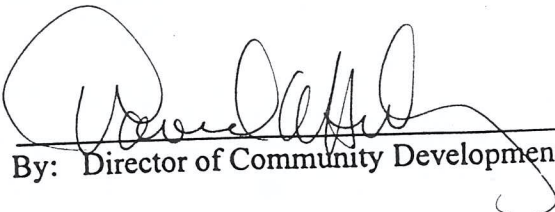
By: 

Address 6-10 East St. Charles Road

City, State Lombard, IL 60148

VILLAGE OF LOMBARD

By: 
Village Manager

By: 
Director of Community Development

PROPERTY OWNER

By: 

Address 1537 Ambleside Circle

City, State Naperville, IL 60540