

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
 X Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: Scott R. Niehaus, Village Manager
DATE: May 12, 2015 (B of T) Date: May 21, 2015
TITLE: Downtown Improvement & Renovation Grant; 11, 13, 15 S. Park Avenue
SUBMITTED BY: Department of Community Development *WA*

BACKGROUND/POLICY IMPLICATIONS:

Your Economic and Community Development Committee submits for your consideration its recommendation on the above referenced petition. The ECDC recommends that the Village Board adopt the attached resolution approving a Downtown Improvement and Renovation Grant for the property commonly known as 11, 13, 15 S. Park Avenue. (DISTRICT #1)

The ECDC recommended approval of this grant request by a 6-0 vote.

Fiscal Impact/Funding Source:


Review (as necessary):
Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development 

DATE: May 21, 2015

SUBJECT: **Downtown Improvement & Renovation Grant; 11, 13, 15 S. Park Avenue**

Please find the following items for Village Board consideration as part of the May 21, 2015 Board meeting:

1. Economic and Community Development Committee (ECDC) memo; and
2. A Resolution Approving a Downtown Improvement and Renovation Grant for the Property Commonly Known As 11, 13, 15 S. Park Avenue.

The Community Development Department received an application for the Downtown Improvement and Renovation Grant Program (also known as the Facade Grant Program) for 11, 13, 15 S. Park Avenue. The applicant is seeking to install exterior improvements: signage, awnings, and fencing. The property is located in the Downtown TIF. The total cost of project is \$37,785.00 and is grant eligible up to \$18,892.50 (up to 50% of the eligible project costs; not to exceed \$50,000, unless specifically approved by the Village Board). The recommendation is subject to the following conditions:


1. The project must comply with the Illinois Prevailing Wage Act.
2. Permits must be applied for and received for all of the work.
3. Before the grant can be paid out, Shannon's Deli will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.
4. Regarding the projecting sign (or blade sign), the applicant shall submit a final sign plan that meets Village code requirements and a final cost estimate for the new sign. The final reimbursement by the Village shall be based upon the lesser of the revised cost estimate and \$6,485.00 (the original lowest bid).

The ECDC recommended approval of this grant request by a unanimous vote of 6-0. Please place this grant request on the May 21, 2015 Board of Trustees agenda.



MEMORANDUM

TO: Dennis McNicholas, Acting Chairperson
Economic and Community Development Committee

FROM: Jennifer Ganser, Assistant Director of Community Development 

DATE: May 11, 2015

SUBJECT: Downtown Improvement & Renovation Grant; 11, 13, 15 S. Park Avenue
(Shannon's Deli)

The Community Development Department has received an application for the Downtown Improvement and Renovation Grant Program (also known as the Façade Grant Program) for Shannon's Deli located at 11, 13, 15 S. Park Avenue. The applicant is seeking to install exterior improvements: signage, awnings, and fencing. Shannon's Deli is located in an owner-occupied building. The building houses Shannon's Deli and Shannon's Butcher Shop; and previously a chiropractor's office. The chiropractor closed and now Shannon's is expanding into the entire building.

Though windows are included in the write-up from Shannon's they are not included in the façade request because no quotes were submitted. Should Shannon's request a façade grant for windows in the future, it will need to be applied for with the ECDC. Shannon's also talked with staff about the building façade along Michael McGuire Drive. If a future grant request is received, it will be reviewed at that time by staff and the ECDC.

The signage as depicted does not comply with Village Code. Staff spoke with Shannon's Deli and they understand that the signage will be slightly different to meet Code. Specifically the awning text will be located on the awning valance only. Shannon's is located on a corner lot fronting Park Avenue and Michael McGuire Drive; therefore they are allowed signage on both frontages. Staff is including two proposals with the memo, showing that the projecting sign size was reduced to meet Village Code at twenty (20) square feet.

The property is located in the Downtown TIF. The total cost of project is \$37,785.00 and is grant eligible up to \$18,892.50 (up to 50% of the eligible project costs; not to exceed \$50,000.00, unless specifically approved by the Village Board).

The Lombard Downtown Revitalization Project Guidebook focuses on aesthetic standards in Section 4. The design recommendations can be applied to numerous buildings in downtown Lombard. Though this specific building is not called out in the Guidebook; this project is consistent with the Guidebook and will help in downtown revitalization efforts. This project also includes improvements, such as signage, that can be seen from the new Metra platform, further

enhancing downtown Lombard. The fencing will replace the current parapet wall and allow for a rooftop deck in the future.

It should be noted that all grant requests paid for by Village of Lombard TIF dollars shall comply with the Illinois Prevailing Wage Act. Therefore, if the grant is approved by the Village Board of Trustees, the applicant shall sign an acknowledgement form indicating that they are aware that this project is subject to prevailing wages.

GRANT REQUEST ELEMENTS

Shannon's has submitted plans and three quotes.

Contractor	Price Quote
Sign Art Etc.	\$42,520.00
Comet Neon	\$37,785.00
Signs 3, Inc.	\$39,795.00

The applicant has submitted three bids for the proposed work and based on the lowest bid the applicant is eligible to receive up to \$18,892.50.

Staff is supportive of the request for the following reasons:

1. Consistent with the recommendations of the Lombard Downtown Revitalization Project Guidebook.
2. Consistent with past approval for other façade grant requests.
3. Support from Lombard Town Centre.

Conditions of Approval

Staff proposes the following conditions be placed on the grant, if approved by the Village Board of Trustees. The conditions would be incorporated into a Resolution, subject to approval from the Village Board of Trustees.

1. The project must comply with the Illinois Prevailing Wage Act. Since the project will be partially funded by grant (from the Downtown TIF) the project must comply with the Illinois Prevailing Wage Act.
2. Permits must be applied for and received for all of the work. Permits should be applied for with the Building Division and will be ready after the appropriate departments/divisions are able to sign off stating that the project meets code.
3. Before the grant can be paid out, the petitioner will submit a final receipt (showing it is paid in full) and waivers of lien from the contractors. This ensures that the project is paid in full before the Village remits the grant funds.
4. Regarding the projecting sign (or blade sign), the applicant shall submit a final sign plan that meets Village code requirements and a final cost estimate for the new sign. The final

reimbursement by the Village shall be based upon the lesser of the revised cost estimate and \$6,485.00 (the original lowest bid).

COMMITTEE ACTION REQUESTED

This item is being placed on the May 11, 2015 ECDC agenda for consideration. Staff recommends that the ECDC recommend approval to the Village Board for the requested Downtown Renovation and Improvement Grant being sought for the property at 11, 13, 15 S. Park Avenue. The project total is \$37,785.00 and is grant eligible up to \$18,892.50. As this request is over \$10,000, it requires final approval from the Village Board of Trustees. Said recommendation is subject to the following conditions, by the Village Board of Trustees:

1. The project must comply with the Illinois Prevailing Wage Act.
2. Permits must be applied for and received for all of the work.
3. Before the grant can be paid out, Shannon's Deli will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.
4. Regarding the projecting sign (or blade sign), the applicant shall submit a final sign plan that meets Village code requirements and a final cost estimate for the new sign. The final reimbursement by the Village shall be based upon the lesser of the revised cost estimate and \$6,485.00 (the original lowest bid).



The Village of Lombard requested that the Lombard Town Centre Design Committee review Shannon's Butcher Shop and Deli's (11/13/15 S. Park Ave.) application for a Village of Lombard Downtown Improvement and Renovation Grant. Our review process determines if the proposed improvements comply with the aesthetic guidelines outlined in the *Lombard Downtown Revitalization Project Guidebook (LDRPG)*.

The Design Committee is in support of the proposed improvements illustrated in the application materials. The proposed improvements add unifying design elements along the facades of the three properties and attempt to incorporate "downtown Lombard historically significant" design features, so we feel they are consistent with the intent of the LDRPG.

Should you have any questions, feel free to call me at the number below.

Sincerely,

Tom Runkle
Lombard Town Centre
Design Committee
630-334-0560

**VILLAGE OF LOMBARD
DOWNTOWN IMPROVEMENT AND RENOVATION GRANT
PROGRAM PRE-APPLICATION**

1. A. Building Address and Description: 11/13/15 SOUTH PARK

B. Property Identification Number (PIN): 06-07-210-003

C. Legal Description of Property: _____

2. A. Owners Name: JENNIFER SHANNON / PAUL ELLIOTT

B. Owners Address: 428 N. MAIN GLENVIEW, IL 60137

C. Phone (daytime): (630) 953-3354

3. Current Tenant, Building Address, Lease Terms, and Description of Business: (use additional paper if necessary)

A. Shannon's Butcher Shop and Deli

B. _____

C. _____

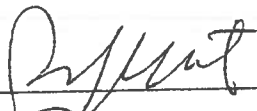
4. Proposed Improvements and Renovations: Windows, signage, awnings and fencing (see Narrative)


5. Plans/Drawings Prepared by:

- A. Name: PAU RZEWSKI
- B. Address: 1120 NORTH RIDGE AVE
LOMBARD IL.
- C. Phone (daytime) (630) 656-1085
- D. Estimated Cost of the Improvement and Renovation: \$ 38,000

6. Statement of Understanding:

- A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Downtown Improvement and renovation Grant Program and the specific design recommendation of the Director of Community Development.
- B. The applicant must submit detailed cost documentation, copies of building permits, and all contractors waivers of lien upon completion of work.
- C. The applicant, owners, and all contractors must comply with all federal and local regulations.

Business Owner Signature  Date 4/27/15

Property Owner Signature  Date _____

Please return application to:
Village of Lombard
Community Development Department
255 E. Wilson Ave., Lombard, IL 60148
630-620-5749



**Shannon's
Deli**

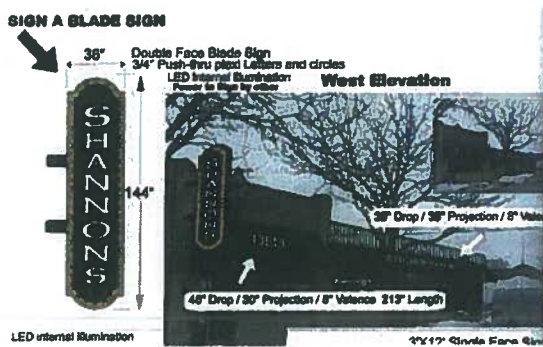
Shannon's on Park Grant Proposal

Downtown Improvement and Renovation

11 S. Park Ave.
630-963-3354
4/27/2015

Shannon's Deli and Butcher shop have been an anchor business on S. Park Avenue since 2009. The end of 2014, we purchased the building where our business is located as well as the chiropractor at 13 S. Park Ave. We hope by changing the look of the exterior of the building it will be a benefit to our business and the Village of Lombard.

For the exterior of the project we will begin by replacing all of the windows on the front of the property. The center block of windows will open to allow for a more open feeling for diners. This will help to unify the buildings in order to look like one business instead of three.



The Signage will completely be updated to include a blade sign that is both visible to commuters and to drivers on St. Charles Rd. The blade sign is much like the historical "Eat" sign that was in downtown Lombard for many years. The colors of the sign will coordinate with the awnings on both sides of the property. The signage on Michael McGuire is needed to be updated to aesthetically enhance the side facing the new tunnel.



The last part of this project will be to add fencing along the roof line of 13 and 15 S. Park. The fence will serve in replacement to a parapet wall. Along with the windows and signage, the fencing will give the building a more prominent look in the downtown.



South Side facing tracks.

Estimate



Sign Art Etc
 3861 St. Rd. 26 East - Suite C
 Lafayette, IN 47905
 ph. 765-449-1884
 fax 765-4491885
 email: info@signartetc.com

Estimate: 100 3453

Printed 4/24/2015 9:41:18AM

Description: **New Location Signs and Awnings**

Prepared For: . .

ph: (630) 953-3354

Company: Shannon's Deli and Butcher Shop

Estimate Date: 4/24/2015 9:33:50AM

Dear .:

Thank you for considering Sign Art Etc for your sign needs. We look forward to working with you, If you have any questions, please don't hesitate to call me at 765-449-1884.

Sincerely,

Jeff Ward
 Operations Manager

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
1 Dimensional Cabinet Sign		1	2	36	144	\$6,810.00	\$6,810.00
Color: See Drawing							
Description: Double Face Sign. Push through acrylic letters with LED light source. Electrical hookup within 5' of final placement required. Permitting fees and municipal costs by Owner.							
Text: Sign 1 - Per illustration							
Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
2 Installation		1	1	1	1	\$2,785.00	\$2,785.00
Color:							
Description: Product installation							
Text: Installation of Sign #1							
Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
3 Dimensional Cabinet Sign		1	1	36	144	\$4,800.00	\$4,800.00
Color: See Drawing							
Description: Single Face Sign. Push through acrylic letters with LED light source. Electrical hookup within 5' of final placement required. Permitting fees and municipal costs by Owner.							
Text: Sign 2 - Per illustration							
Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
4 Installation		1	1	1	1	\$2,150.00	\$2,150.00
Color:							
Description: Product installation							
Text: Installation of Sign #2							
Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
5 Miscellaneous		1	1	0	0	\$10,125.00	\$10,125.00
Color: White on Forest Green							
Description: Fabrication Awnings, Sunbrella Awnings per illustration. White on Forest Green. Includes Structure and Fabri							
Text: Awnings. Sunbrella Awnings per Illustration.							
Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total

Estimate



Sign Art Etc
 3861 St. Rd. 26 East - Suite C
 Lafayette, IN 47905
 ph. 765-449-1884
 fax 765-4491885
 email: info@signartetc.com

Estimate: 100 3453

Printed 4/24/2015 9:41:18AM

6 Installation	1	1	1	1	\$1,500.00	\$1,500.00
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Color:

Description: Removal of existing product

Text: Product Removal

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
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7 Installation	1	1	1	1	\$3,100.00	\$3,100.00
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Color:

Description: Installation of Awnings, Sunbrella Awnings structure as per illustration.

Text: Awning Installation

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
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8 Miscellaneous	1	1	0	0	\$8,120.00	\$8,120.00
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Color: Forest Green

Description: Rooftop Facade Fence. Mounting surface prepared by others. Includes fabrication and installation.

Text: Roof Top Facade Fence - 145 linear feet

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
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9 Installation	1	1	1	1	\$3,130.00	\$3,130.00
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Color:

Description: Product installation of Fence. Suitable surface provided by others

Text: Installation of 145 linear feet of facade fence.

Notes:

Line Item Total:	\$42,520.00
Tax Exempt Amt:	\$42,520.00
Subtotal:	\$42,520.00
Taxes:	\$0.00
Total:	\$42,520.00

Deposit Required: \$21,260.00

Company: Shannon's Deli and Butcher Shop
 11 South Park Avenue
 Lombard, IL 60148

Received/Accepted By: / /

Proposal & Acceptance



P - (630) 656-1085
 F - (630) 656-1088
 cometneon@yahoo.com
 1120 N. Ridge Ave, Lombard, IL 60148

PROPOSAL SUBMITTED TO: Shannon's Deli & Butcher Shop	PHONE: 630-953-3354	DATE: 4.22.2015
STREET: 11 S. Park Ave.	JOB NAME: Shannon's	
CITY, STATE & ZIP CODE: Lombard IL 60148	JOB LOCATION: 11 S. Park Ave. Lombard IL, 60148	

We hereby submit specifications & estimates for:

Signs- SIGN A - 3' X 12' DF Blade as per drawing Fabrication - \$6,465.00
 Install- \$2,350.00

SIGN B - 3' X 12' SF Sign as per drawing Fabrication - \$4,275.00
 Install - \$1,600.00

Awnings Sunbrella Awnings Forest Green as per drawings Fabrication - \$8,495.00
 Remove Existing - \$1,200.00
 Install- \$2,855.00

Roof Top Facade Fence - 145' as per drawings Fabrication - \$7,695.00
 Install - \$2,850.00

(Suitable mounting services provided by other)

Fabricate & Install All of the Above: \$37,785.00

Tax on materials not included / Permit fees not included

We propose hereby to furnish materials & labor-complete per above specifications, for the sum of:

\$37,785.00 Dollars

Payment made as follows:

50% Deposit Then Balance Paid upon Install

Acceptance of Proposal:

ALL MATERIAL IS TO BE SPECIFIED AS ABOVE.
 ANY AND ALL PERMIT FEES ARE ADDITIONAL COST TO CUSTOMER UNLESS OTHERWISE STATED ABOVE.
 CUSTOMER IS RESPONSIBLE FOR ANY AND ALL LEGAL COLLECTION COSTS DUE TO LATE OR OVERDUE ACCOUNTS.
 Comet Neon, Inc. IS REQUIRED TO BE FULLY LIENCED AND INSURED.

The above sign(s) shall remain property of Comet Neon, Inc. Until payment in full is received

 Authorized Signature

THE ABOVE SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. WE AUTHORIZE COMET NEON, INC. TO DO THE WORK SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

 Authorized Signature

 Date of Acceptance



SIGNS3, Inc.
FULL SERVICE SIGN COMPANY

207 S. Gail Court info@signs3.com
 Prospect Hts., IL 60070 signs3.com
 847.222.0505

QUOTE

Date: 4/23/2015

Proposal Submitted to Customer:

Shannon's Deli & Butcher Shop

Attn:

11 S. Park Ave.

Lombard, IL 60148

630-953-3354

Quotation valid until: 05/23/15

Description	Amount
Blade Sign: Manufacture and install (1) 3"x12" double sided blade sign w/ aluminum routed acrylic push through letters. To be installed to exterior all.	\$9,525.00
Single Face Sign: Manufacture and install (1) 3"x12" double sided blade sign w/ aluminum routed acrylic push through letters. To be installed to exterior all.	\$6,175.00
Awning: Manufacture and install awnings for store front; fabric to be Sunbrella Forest Green.	\$13,020.00
Fence: Manufacture and install fence along room line. Approximate length to be 145'.	\$11,075.00
* Artwork supplied by customer. If artwork is needed customer will be charged based on hourly rate. * Does not include permit, or work to obtain permit. * Power must be supplied within five feet (5') of proposed sign(s). The work listed above and described in any exhibits attached hereto shall be referred to as and constitute the "Scope of Work." Unless otherwise provided above, any work resulting from any unforeseen conditions, obstacles, and impediments are specifically excluded from the Scope of Work.	
Contractor hereby proposes to furnish labor and material to perform the Scope of Work specified above to the Project, subject to the "Terms and Conditions" set forth on the second page of this Proposal, for the sum of:	TOTAL: \$39,795.00

PAYMENT TERMS

The "Price" to be paid as follows:

50% upon Customer's Acceptance of Proposal

50% upon completion of the Scope of Work

Deposit Required: \$19,897.50

The Price shall be subject to re-quote or withdrawal unless the Customer delivers a signed Proposal to Contractor within thirty (30) days of the date above. Upon acceptance, the Customer shall be bound by the terms of this Proposal. Any alteration or deviation from above Scope of Work will become an extra charge to the Price in this Proposal.

ACCEPTANCE OF PROPOSAL

Please sign & return with required deposit to accept this proposal. Customer accepts the price, terms of payment, Scope of Work and Terms And Conditions described in this Proposal as acknowledged by the signature below and initials at the end of this Proposal.

Now accepting Visa, MasterCard, & Discover payments by phone.

Customer's Signature: _____

Date: _____

We appreciate the opportunity to bid this work. Thank you.

TERMS AND CONDITIONS

These Terms and Conditions and the attached Proposal and all documents incorporated by specific reference therein, constitute the complete and exclusive statement of the terms of the agreement between Contractor and Customer (the "Agreement").

1. **PAYMENT TERMS:** Payment shall be made as specified on the front side of the Proposal. In the event Customer fails to make any payment as required, Customer agrees to pay Contractor all costs and expenses of any kind, including attorneys' fees, incurred to enforce this Agreement. Customer agrees that interest on all outstanding amounts shall accrue at the rate of 1.5% per annum from the date payment is due.

2. **CANCELLATION:** This Agreement shall not be terminated by Customer without the written consent of Contractor. In the event of a mutually agreeable termination of this Agreement after commencement of performance by Contractor, Customer shall pay Contractor all actual costs of the work performed by Contractor through the date of the termination and all anticipated profit of Contractor for the Project. In the event Customer terminates this Agreement prior to performance by Contractor, Customer shall pay all actual costs of the work in progress (time and material).

3. **LIMITED WARRANTY:** Contractor warrants that all work shall be completed in a workmanlike manner according to customary practices and industry standards and tolerances and, subject to the conditions and limitations set forth below, shall remain free from substantial defects in workmanship and materials for a period of one (1) year from the date of completion. This warranty is limited to claims disclosed by written notice from Customer to Contractor within one (1) year from the date of completion. This warranty shall exclude any claim or defect caused by ground settlement, Customer's negligent acts or omissions, damage from casualty or vandals, or misuse. EXCEPT AS STATED IN THIS PARAGRAPH, CONTRACTOR DOES NOT MAKE ANY WARRANTY AS TO THE WORK AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no event will Contractor be liable for direct, indirect, special or consequential damages for any defective work or materials.

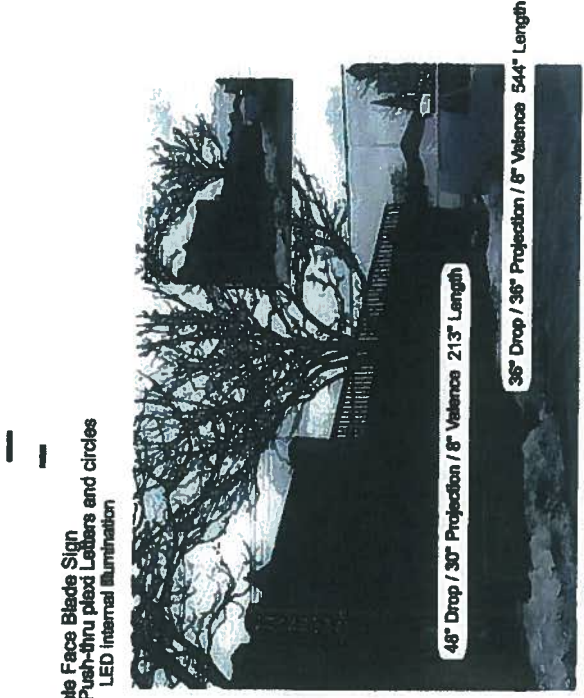
4. **FORCE MAJEURE:** Contractor will not be liable for its failure to perform hereunder due to any unforeseen conditions, casualties and contingencies beyond its reasonable control, including but not limited to: weather; acts of God; labor disputes; laws, ordinances, rules and regulations; or delay or inability to obtain supplies, materials, products, equipment or transportation. Contractor shall have the right upon written notice to suspend, delay or omit all or any portion of the Scope of Work as a consequence of said unforeseen condition, casualty or contingency. If due to any such unforeseen condition, casualty or contingency Contractor is unable to fully perform, the parties agree to ratably adjust the Price of this Agreement. Contractor shall not be liable for any consequential or incidental damages incurred by Customer as a result of any delay or omission of performance caused by any casualty or contingency.

5. **ENTIRE AGREEMENT, MODIFICATION AND WAIVER:** This Agreement constitutes the entire understanding and agreement of the parties, contains all of the representations and agreements between them and supersedes all previous agreements and representations between the parties. No modification or waiver of the terms hereof shall be binding upon Contractor unless approved in writing subsequent to the date of this Agreement by an authorized representative of Contractor.

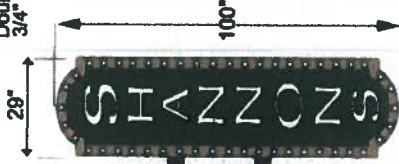
6. **CLERICAL ERRORS:** Clerical and arithmetical errors are subject to correction by Contractor.

7. **CUSTOMER'S REPRESENTATIONS:** Customer represents that it is the owner or authorized agent of the owner of the Project and has the authority to enter into this Agreement without the written approval or consent of any third party.

CUSTOMER'S INITIALS _____



Double Face Blade Sign
3/4" Push-thru plexi Letters and circles
LED Internal Illumination



20 sq. ft.

3'X12' Single Face Sign LED Internal Illumination
3/4" Push-thru plexi Letters and circles



NEW Awnings

Fence 45' Deep / 55' Long / 45' Deep 48" Height 2" Aluminum sq. tubing - Blocking and roofdeck structure by other

South Elevation Awning 48" Drop / 12" Projection / 8" Solid Valance 40' Length
approximately 103 linear feet of awning total for West & South Elevations

SIGN A BLADE SIGN

Double Face Blade Sign
 3/4" Push-thru plex Letters and circles
 LED internal illumination
 Power to sign by other



36" Drop / 36" Projection / 8" Valence 544" Length

46" Drop / 30" Projection / 8" Valence 213" Length

LED internal illumination

South Elevation Awning 46" Drop / 12" Projection / 8" Solid Valence / 40' Length
 approximately 103 linear feet of awning total for West & South Elevations

SIGN B SF SIGN

3'X12" Single Face Sign LED internal illumination
 3/4" Push-thru plex Letters and circles



NEW Awnings
 Sumbrella Forest Green

Fence 45' Deep / 55' Long / 45' Deep 42" Height 2" Aluminum sq. tubing - Blocking and roof/deck structure by other

RESOLUTION
R _____

**A RESOLUTION APPROVING A DOWNTOWN IMPROVEMENT AND
RENOVATION GRANT FOR THE PROPERTY COMMONLY KNOWN AS
11, 13, 15 S. PARK AVENUE**

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, Jennifer Shannon and Paul Elliott (the "Applicants"), wish to participate in this Program for façade renovations to the building (the "Project") located at 11, 13, 15 S. Park Avenue, Lombard, Illinois (the "Subject Property") and,

WHEREAS, the Owner of 11, 13, 15 S. Park Avenue, Lombard, Illinois is 11 15 S PK LLC, represented by Jennifer Shannon and Paul Elliott; 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 eighteen thousand, eight hundred and ninety-two and 50/100 dollars (\$18,892.50), 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, Shannon's Deli will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.

Resolution No. _____
11, 13, 15 S. Park Avenue

- d. Regarding the projecting sign (or blade sign), the applicant shall submit a final sign plan that meets Village code requirements and a final cost estimate for the new sign. The final reimbursement by the Village shall be based upon the lesser of the revised cost estimate and \$6,485.00 (the original lowest bid).

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 _____ day of _____, 2015.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2015.

Keith T. Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

Resolution No. _____
11, 13, 15 S. Park Avenue

EXHIBIT A
Legal Description

THE NORTH 30 FEET OF THE SOUTH 58.8 FEET OF LOT 1 IN OWNER'S SUBDIVISION OF BLOCK 18 OF THE ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EASTS OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-210-003 AND -004

EXHIBIT B

**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 Jennifer Shannon and Paul Elliott (hereinafter referred to as "Applicants") doing business at 11, 13, 15 S. Park Avenue, 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 11, 13, 15 S. Park Avenue, 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 11, 13, 15 S. Park Avenue, Lombard, Illinois; Program Application No.: **15-04**; 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 eighteen thousand, eight hundred and ninety two and 50/100 dollars (\$18,892.50) (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

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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 seven thousand, seven hundred and eighty five and 00/100 dollars (\$37,785.00) 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, Shannon's Deli will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.
- d. Regarding the projecting sign (or blade sign), the applicant shall submit a final sign plan that meets Village code requirements and a final cost estimate for the new sign. The final reimbursement by the Village shall be based upon the lesser of the revised cost estimate and \$6,485.00 (the original lowest bid).

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

Resolution No. _____
11, 13, 15 S. Park Avenue

Attest: Sharon Kuderna, Village Clerk

APPLICANTS

Jennifer Shannon

Paul Elliott

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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 _____ day of _____, 2015.

Commission expires _____, 20____.

Notary Public

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11, 13, 15 S. Park Avenue

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 Jennifer Shannon and Paul Elliott, 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 _____ day of _____, 2015.

Commission expires _____, 20____.

Notary Public

Resolution No. _____
11, 13, 15 S. Park Avenue

EXHIBIT 1
Legal Description

THE NORTH 30 FEET OF THE SOUTH 58.8 FEET OF LOT 1 IN OWNER'S SUBDIVISION OF BLOCK 18 OF THE ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EASTS OF THE THIRD PRINCIPAL MERIDIAN 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 Applicants propose to install exterior improvements: signage, awnings, and fencing.