

**R E S O L U T I O N**  
**R 26-21**

**A RESOLUTION APPROVING A DOWNTOWN IMPROVEMENT AND  
RENOVATION GRANT FOR THE PROPERTY COMMONLY KNOWN AS  
135 S. MAIN STREET**

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, Brust Funeral Home, signed by Timothy Brust (the “Applicant”), wish to participate in this Program for renovations to the property (the “Project”) located at 135 S. Main Street, Lombard, Illinois (the “Subject Property”) and,

WHEREAS, Brust Family Lombard is the owners of 135 S. Main Street, Lombard, Illinois; and,

WHEREAS, the Project shall consist of those renovations to the property 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 fifty thousand dollars (\$50,000), pursuant to the Program (the “Grant”). Such grant funds 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 have 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:

1. Permits shall be applied for and received. Any required inspections shall pass.
2. Work shall be complete one year from the date of approval.
3. Before the grant can be paid out, Brust Funeral Home shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form.

**SECTION 3:** The Applicant, 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 Applicant, or any subsequent business or property owner, fails to comply with any of the terms of the Agreement. In the event of termination, the Applicant 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 20<sup>th</sup> day of May, 2021.

Ayes: Trustee Puccio, Dudek, Honig and Bachner

Nays: None

Abstain: Trustee LaVaque

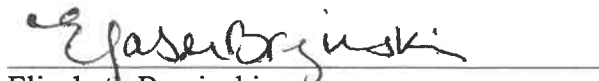
Absent: Trustee Militello

Approved by me this 20<sup>th</sup> day of May, 2021.



Keith T. Giagnorio  
Village President

ATTEST:

  
Elizabeth Brezinski  
Village Clerk

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

LOT 1 IN BRUST'S PLAT OF CONSOLIDATION, OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1999 AS DOCUMENT R99-093886, IN DUPAGE COUNTY, ILLINOIS.

PIN 06-08-111-034

ADDRESS: 135 S. MAIN STREET

**EXHIBIT B**

**DOWNTOWN IMPROVEMENT AND RENOVATION GRANT PROGRAM  
AGREEMENT**

This Agreement is entered into this twentieth day of May, 2021, by and between the Village of Lombard, Illinois, (hereinafter referred to as the “Village”), and Brust Family Lombard, signed by Timothy Brust (hereinafter referred to as “Applicant”) doing business at 135 S. Main Street, 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 135 S. Main Street, Lombard, Illinois. The Village and the Applicant 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 Applicant wish to participate in this Program for proposed exterior renovations to be located at 135 S. Main Street, Lombard, Illinois; Program Application No.: **21-02**; 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 Applicant with a grant under the Program in an amount not to exceed fifty thousand dollars (\$50,000), (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, and after the

Applicant 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 Applicant expending no less than one hundred and nine thousand, nine hundred and seventy-two and 00/100 dollars (\$109,972) 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 fifty percent (50%) 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:

1. Permits shall be applied for and received. Any required inspections shall pass.
2. Work shall be complete one year from the date of approval.
3. Before the grant can be paid out, Brust Funeral Home shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form.

**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 Applicant 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 Applicant failing to comply with any of the terms of this Agreement, the Applicant shall be required to repay any amount of the Grant that has been disbursed by the Village.

**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: Liz Brezinski, Village Clerk

APPLICANT

---

Timothy Brust

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 Liz Brezinski, 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 \_\_\_\_\_, 2021.

Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
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 Timothy Brust, 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 \_\_\_\_\_, 2021.

Commission expires \_\_\_\_\_, 20\_\_\_\_.

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



**EXHIBIT 1**

**Legal Description**

LOT 1 IN BRUST'S PLAT OF CONSOLIDATION, OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1999 AS DOCUMENT R99-093886, IN DUPAGE COUNTY, ILLINOIS.

PIN 06-08-111-034

ADDRESS: 135 S. MAIN STREET

**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 propose to install parking lot improvements and storm sewer improvements. The total cost of project is \$61,225 for the parking lot improvements and \$48,747 for the storm sewer improvements, for a total of \$109,972. It is grant eligible up to \$50,000.