

**RESOLUTION 99- 08**

**A RESOLUTION AUTHORIZING SIGNATURES OF THE VILLAGE  
MANAGER AND VILLAGE CLERK ON AN AGREEMENT AUTHORIZING  
THE REIMBURSEMENT OF FUNDS FOR A DOWNTOWN RETAIL BUSINESS  
GRANT FOR THE PROPERTY LOCATED AT 20 W. ST. CHARLES ROAD**

WHEREAS, the Village is an agent for disbursement of funds for the Downtown  
Downtown Retail Business Grant Program under the authority granted by the Village  
Board and will provide monetary grants to qualified property owners in the Lombard  
Downtown Tax Increment Financing (TIF) District and the Lombard St. Charles TIF 1  
West District to increase the economic viability of Downtown Lombard by attracting  
targeted retail businesses and assisting existing businesses (hereinafter referred to as the  
"Program"); and,

WHEREAS, Visal Kheam (hereinafter referred to collectively as "Owner"), wish  
to participate in the Program for renovation of the tenant space located at 20 W. St.  
Charles Road, Lombard, Illinois as Dutch Liquors (hereinafter referred to as the  
"Project"); and,

WHEREAS, the Project will complement and support the Village's plans to  
maintain a quality Downtown;

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 Owner with a grant in an amount not  
to exceed \$20,000 pursuant to the Program (hereinafter referred to as the "Grant"). 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 agrees that the Project will be performed in accordance with the submitted application, attached as Exhibit "A" and made a part hereof.

**SECTION 3:** The Owner will comply with the following/taking the following actions in connection with the Project:

- a. Comply with all regulations and standards of the Program and all applicable building codes of the Village.
- b. Take all reasonable action to assure completion of the Project within six (6) months from the date of execution of this Agreement. Failure to complete the Project within six (6) months from the date of the adoption of this Ordinance shall result in forfeiture of the Grant.
- 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 of the Village.
- d. Maintain the financial records that pertain to the Project, and allow access thereto by authorized employees of the Village. At a minimum, all contracts, change order, bills, invoices, receipts, cancelled checks and partial and final waivers of liens shall be maintained and made available to the authorized employees of the Village.
- e. Submit copies of all final waivers of lien, cancelled checks and invoices related to the Project to the Department of Community Development.

**SECTION 4:** The Owner agrees to maintain the business at 20 W. St. Charles Road in accordance with all Village codes and ordinances and agrees not to substantially change the use of the interior space of the building for which this Grant was received for a period of not less than three (3) years from the date of this Agreement.

**SECTION 5:** The Owner agrees that this Agreement may be duly recorded against the property located at 20 W. St. Charles Road to serve notice upon future purchasers, assigns, estate representatives, successors, 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.

**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 Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 17<sup>th</sup> day of April, 2008.

Ayes: Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick and Soderstrom

Nays: None

Absent: None

Approved this 17<sup>th</sup> day of April, 2008.

  
William J. Mueller, Village President

ATTEST:

  
Brigitte O'Brien, Village Clerk



**DOWNTOWN RETAIL BUSINESS GRANT PROGRAM  
APPLICATION**

1. A. Building Address: 20 W. St Charles Rd  
B. Property Identification Number: 060720640

2. A. Business Owners Name: ~~Don & Irene Tuchscherer~~ Visal Kheam  
B. Business Owners Address: 1570 Lee Ave  
Melrose Park, IL 60160  
C. Business Owners Phone (daytime): (708) 344 606 3634

3. A. Property Owners Name: Don & Irene Tuchscherer  
B. Property Owners Address: 336 S. Michigan  
Addison, IL 60101  
C. Property Owners Phone (daytime): (630) 279-3530

3. Lease Terms: 5 years starting from Nov 2006.

4. Description of Business (use additional paper if necessary):  
Packaged liquor retail store with ongoing  
wine specialty.

5. Proposed Improvements associated with the project (use additional paper if necessary):  
beer cooler replacement; floor, walls, ceiling, fixtures (lighting)  
shelving fixtures → complete overhaul of  
store decor.

6. Plans/Drawings prepared by:

A. Name: DD MR Planning

B. Address: 4300 Commerce Ct, Suite 200  
Lisle, IL 60532

C. Phone (day time): 630-544-5201

D. ~~Estimated~~ <sup>ACTUAL</sup> Cost of the project: \$ 148,381


7. Statement of Understanding.

A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Downtown Retail Business Grant Program and the specific design recommendations 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 (see the attached list).

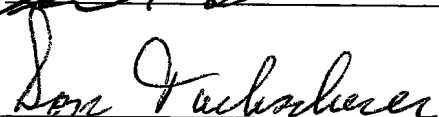
Business Owner Signature



(Date)

01/05/08

Property Owner Signature



(Date)

1-10-08

Return application to:

Village of Lombard  
Community Development Department  
255 E. Wilson Ave., Lombard, IL 60148  
630-620-5746

**AGREEMENT CONCERNING PARTICIPATING IN THE  
DOWNTOWN RETAIL BUSINESS PROGRAM**

This Agreement, entered into this 17th day of April, 2008, by and between the Village of Lombard, Illinois, (the "Village"), Donald Tuchscherer and Irene Tuchscherer (hereinafter referred to as "Property Owner") and Visal Kheam (hereinafter referred to as "Business Owner"), doing business as a retail business at 20 W. St. Charles Road, Lombard, Illinois (said business location being legally described on Exhibit A attached hereto and made part hereof – hereinafter referred to as the "Subject Property"), with personal property being secured at 20 W. St. Charles Road, Lombard, Illinois.

**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 monetary 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 the start-up of new businesses or the expansion of existing businesses in the Downtown; and

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

**WHEREAS**, certain retail businesses 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; and

**WHEREAS**, the Business Owner wishes to participate in this program for a retail business located at 20 W. St. Charles Road, Lombard, Illinois.

**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 grant up to \$20,000 for which Business Owner qualifies pursuant to the Downtown Retail Business Grant Program. Such loan 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 loan identified in this paragraph are based upon the Business Owner's expending for the projects no less than the estimated costs of \$40,000. In the event that Business Owner's expenditures for the project are less than said estimate, the loan shall be reduced by the same percentage as Business Owner's actual costs are less than the estimate.

**SECTION 2:** The Business Owner agrees that the project will be performed in accordance with the application approved by the Director of Community Development of the Village of Lombard, and attached hereto as Exhibit B and incorporated in this agreement.

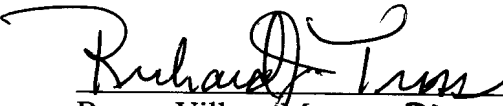
**SECTION 3:** The Business Owner will perform the following obligations in connection with the project;

- a. Comply with all regulations and standards of the Village of Lombard Retail Business 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 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 loan, 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, and invoices related to the project to the Department of Community Development.

**SECTION 4:** The Business Owner and any subsequent owner agrees to maintain the business in accordance with local codes

**SECTION 5:** 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.

VILLAGE OF LOMBARD

  
By: ~~Village Manager~~ **PRESIDENT PRO-TEM**

  
Attest: Village Clerk



BUSINESS OWNER  
(Lessee)

  
By: \_\_\_\_\_

Address 20 w. St Charles Rd

City, State Combaud, IL 60148

PROPERTY OWNER

Don Tuckrover  
By:

Address 336 S. Michigan

City, State Addison, Ill.

PROPERTY OWNER

Jane Tuckrover  
By:

Address 336 S. Michigan

City, State Addison, IL 60101

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO <sup>RICHARD J. TROSS</sup> ~~William J. Mueller~~ <sup>PRO-TEM</sup> HEREBY CERTIFY that ~~William J. Mueller~~, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, 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 17<sup>th</sup> <sup>April</sup> day of 2008.

Commission expires Nov. 13, 2009.



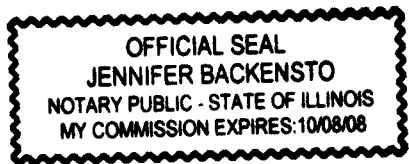
Diane M. Jantelezio  
Notary Public

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 Visal Kheam, personally known to me to be the business owner of Dutch Liquors, and 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 as such business owner, 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 8th day of April, 2008.

Commission expires OCTOBER 8, 2008.



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

Notary Public

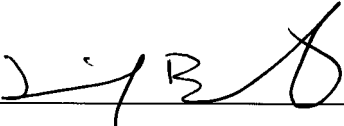
STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Irene Tuchscherer, personally known to me to be the property owner of 20 W. St. Charles Road and 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 as such property owner, 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 8th day of April, 2008.

Commission expires OCTOBER 8, 2008.



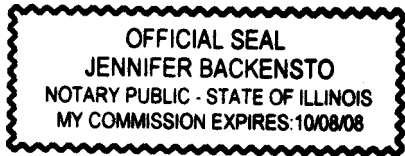
  
\_\_\_\_\_  
Notary Public

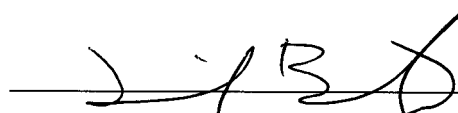
STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Donald Tuchscherer, personally known to me to be the property owner  
of 20 W. St. Charles Road and 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 as such property owner, 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 8th day of April, 2008.

Commission expires October 8, 2008.



  
Notary Public

## **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 Sections 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 feet to a point; thence 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 beginning, according to the plat thereof recorded April 23, 1868, as Document 9483, in DuPage County, Illinois.

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: 06-07-206-040