

VILLAGE OF LOMBARD

REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda

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

X

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: May 10, 2006 (B of T) Date: May 18, 2006

TITLE: 14 W. St. Charles Road - Downtown Restaurant Forgivable Loan

SUBMITTED BY: The Economic and Community Development Committee through the Department of Community Development

BACKGROUND/POLICY IMPLICATIONS:

The Economic and Community Development Committee through the Department of Community Development transmits for your consideration its recommendation regarding the above-referenced matter. Attached find a resolution approving a Downtown Restaurant Forgivable Loan in an amount not to exceed \$100,000 for the property located at 14 W. St. Charles Road. (DISTRICT #1)

The Economic and Community Development Committee recommended approval of this request with one condition.

Please place this item on the May 18, 2006 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X

Finance Director X

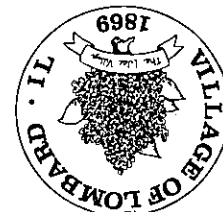
Village Manager X

Date

Date

Date

5/17/06



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Huliseberg, AICP, Director of Community Development *DAH*

DATE: June 15, 2006

SUBJECT: Downtown Restaurant Forgivable Loan Program, O'Neill's Pub, 14 W. St. Charles Road

This item was continued from the May 18, 2006 Board of Trustees meeting. Since that time, the Village President and District 1 Trustee have met with Mr. O'Neill, the program applicant, and they are both comfortable with the type of restaurant establishment that is proposed.

BACKGROUND

The purpose of the Downtown Improvement and Renovation Grant Program is to increase the economic viability of Downtown Lombard by improving the aesthetics of the buildings, improving signage, and increasing the availability and ease of parking. This Program, approved in July, 1998, is intended to support the Village's plans to maintain a quality downtown.

Approved applications for the Downtown Improvement and Renovation Grant Program are eligible to receive a fifty percent (50%) matching grant. Grants up to \$10,000 are approved administratively by the Director of Community Development. All grants above \$10,000 must be approved by the Village Board. The maximum grant amount is \$50,000. Requests for grants above \$50,000 will be considered on a case-by-case basis.

PROPOSAL

Edward A. O'Neill submitted an application for the Downtown Restaurant Forgivable Loan Program which was reviewed at the May 2, 2006 meeting of the Economic and Community Development Committee. The restaurant will occupy the former Ken's TV space and will be designed as a traditional Irish pub. The restaurant will offer lunch, dinner, weekend brunch, and possibly weekday breakfast seating. Food sales are estimated to represent 60 percent of all revenues.

An estimated \$410,037 will be spent on eligible improvements to the tenant space. The Economic & Community Development Committee recommended approval of a forgivable loan in the amount of \$100,000.

RECOMMENDATION

Staff recommends that the Village Board authorize the signatures of the Village President and Village clerk on an agreement authorizing a Downtown Restaurant Forgivable Loan in the amount of \$100,000.00 for the property located at 14 W. St. Charles Road, subject to the applicant obtaining a liquor license.

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MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *Daif*

DATE: May 18, 2006

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RESOLUTION
R _____
06

**A RESOLUTION AUTHORIZING THE SIGNATURES OF THE
VILLAGE PRESIDENT AND VILLAGE CLERK ON AN AGREEMENT
AUTHORIZING THE REIMBURSEMENT OF FUNDS FOR A
DOWNTOWN RESTAURANT FORGIVABLE LOAN AT
14 W. ST. CHARLES ROAD**

WHEREAS, the Village is an agent for disbursement of funds for the Downtown Restaurant Forgivable Loan 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, Edward A. O'Neill (hereinafter referred to as "Applicant"), wishes to participate in this program for a restaurant in the building located at 14 W. St. Charles Road, Lombard, Illinois; and,

WHEREAS, Wailea Holdings LLC (hereinafter referred to as "Owner"), supports an application to participate in this program for a restaurant in the building located at 14 W. St. Charles Road, Lombard, Illinois; and,

WHEREAS, the proposed restaurant 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 grant up to \$100,000 for which Applicants qualify pursuant to the Downtown Restaurant Forgivable Loan Program. Such forgivable loan shall be available to Applicant upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the project has been completed and Applicant has paid all invoices for labor and materials in connection therewith.

SECTION 2: The Applicant and Owner of 14 W. St. Charles Road agree that the project will be performed in accordance with the plans and estimates attached hereto as Exhibit A.

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

- a. Comply with all regulations and standards of the Village of Lombard
Downtown Restaurant Forgivable Loan 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 order, bills, invoices, receipts, cancelled checks and
partial and final waivers of liens shall be kept.
- e. Submit copies of all final waivers of lien, cancelled checks, invoices
related to the project to the Department of Community Development.

SECTION 4: The Applicant and Owner and any subsequent business or property
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 ten (10) years from the date the Loan 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 forgivable loan funds to the Village of Lombard.

SECTION 5: The Owner agrees that this Agreement may be duly recorded
against the property located at 14 W. 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
Applicant or Owner fails to comply with any of the terms of this Agreement. In the event
of suspension or termination, the Owner shall be required to repay any amount of the
grant disbursed.

SECTION 7: That the Village President 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 _____ day of _____, 2006.

Ayes: _____

Nayes: _____

Absent: _____

Approved this _____ day of _____, 2006.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

Downtown Lombard Restaurant Proposal



I. The Business

A. Description

General. The Company has been formed for the purpose of establishing a restaurant in the downtown Lombard business district. The Restaurant will be located at 14 West St. Charles Road, Lombard, Illinois, 60148. The property for the proposed business has been purchased by the Company and will be renovated to accommodate the concept using a combination of private funding, secured loans, and a possible forgivable loan "TIF" grant from the City of Lombard.

The Business will consist of a restaurant and pub specializing in American food. The Restaurant's design and decor will draw from traditional Irish Pub design elements that will seek to complement the long-term vision of Village of Lombard city plan core in improving the economic and aesthetic viability of downtown Lombard. In this regard, the Business intends to secure status as a "flagship" or "anchor" business with the surrounding community and with the Village of Lombard as it embarks on its ambitious downtown revitalization project.

The Restaurant will offer lunch and dinner seating, as well as Saturday and Sunday Brunch. Additionally, the Company is considering the possibility of offering seating for weekday breakfast that would be geared towards catering to the needs of morning commuters as they travel by foot to the Lombard Metra train station. Breakfast offerings may include fast-food style carry-out service during those hours to accommodate the needs of commuters; including but not limited to, breakfast sandwiches, coffee, and a juice bar. In order to ensure a proper environment for morning commuters, if the Company deems it profitable to offer weekday breakfast, alcoholic beverages will not be offered during these hours. The Restaurant may offer food delivery service to residences of the Village of Lombard and neighboring areas. Delivery hours will be decided by customer demand, but are anticipated to be from 5:00 PM to 11:00 PM.

B. Sales

Food and beverage sales will comprise the majority of revenue for the Company. During breakfast, lunch, and dinner hours, the Company anticipates that food sales will represent 65% of revenues. Additional sources of revenue for the Company may include, but not be limited to, merchandise sales (such as T-shirts, mugs, and other branded materials), private party rentals, coin-operated vending machines, catering, and ATM kiosks, and special events (such as food and beverage service tents at local seasonal festivals).

C. Menu

The Restaurant will offer menu items that seek to bring Chicago bistro and pub classics home to Lombard patrons. The range of offerings will accommodate the needs of the

varying clientele that the Restaurant anticipates it will serve. Customers that are looking for a "quick bite" will find an array of low-priced appetizers that encourage customers to order multiple items, as well as smaller entrée items, soups, salads, and representative pub fare. Customers seeking a more substantial "winning and dining" experience will be offered a menu featuring twists on American bistro classics, and home-style items that will give a reverent nod to the family dining experience. Additionally, a "kid's menu" will be offered to further encourage family clientele. The Restaurant will offer a wide-ranging brunch menu on weekends, seeking to become a popular destination for afternoon dining.

D. Concept and Design Details

The Restaurant will combine traditional Irish pub design concepts with modern design elements to create an environment that is timeless, but unique. Portions of the interior design will also be dedicated to commemorating the history and development of the Village of Lombard. A primary tenet of the design scheme will be to fit in well with neighboring businesses and to attract a more stable, long-term clientele base than that of trendier or more concept-oriented restaurant and bar establishments. The Business will seek to create an environment that is welcoming to a cross-section of the Lombard demographic, including families and commuters. Classic styling, incorporating woodwork with the current brick architecture of the building, will be used to create a traditional look. Modern architectural elements, possibly including light fixtures, trimwork and accents, will be used to punctuate the traditional design with a modern look. Modern amenities, such as flat-screen video displays and booth-side video and computer displays will also be used to add a modern touch to the design.

The format of the Restaurant, as described in the above General Business Description section of this document, will seek to target various revenue opportunities that are presented by time-of-day situations to maximize the profitability of the Business. In this regard, the Restaurant will market itself as a viable destination for customers at any time of day and season. Design of the establishment will reflect this philosophy accordingly, with conversion from breakfast (brunch), lunch, dinner hours and seasonal transitions dictating design of the Restaurant. The first (main) floor will have wooden booths and banquet seating lining the exterior walls of the restaurant. Free-standing tables will fill in the rest of the floor to accommodate sit-down dining customers. An ornate wooden bar will be located at the north end of the business, and will be used to accommodate standing clientele, commuter traffic, and customers waiting to be seated in the dining area. The bar will extend over to the north end of the outdoor dining area, and will function as a staging area for customers waiting to be seated outside during the summer months. Video displays will be used to promote customer activity during live sporting events, and will be used to establish the Restaurant as a viable destination for sports programming such as the lucrative college and NFL football seasons or during the NBA basketball tournament. At times when there are not any important sporting events being televised, the video displays will be used to project computer-generated imagery that will

be used for decorative or ambient purposes, intentionally keeping the establishment from taking on the day-to-day appearance of traditional sports bars and sporting-themed restaurants.

II. Conclusion

The Company has completed Phase I analysis of the business proposal. Phase I included formation of the Company, purchase of the property location for the proposed business, architectural surveys, cost analysis, and completion of the business plan, including revenue analysis. Upon completion of Phase I, the Company has concluded that the proposed business is a viable venture and is ready to enter Phase II. Phase II will include application for a Downtown Forgivable Loan Grant from the Village of Lombard, completion of project financing, completion of architectural design, and approval from the Village of Lombard for the proposed design. During Phase II, the Company will also seek the endorsement of the Village of Lombard to move forward with the proposed project, and will seek assurances that the requisite permits and licenses will be available to complete the project and begin operations.

O'NEILL'S PUB LUMP SUM BUDGET

Job Number:	Project Name:	Contract Amount:	Prep Proj. Mgr:
	O'Neill's Pub	\$636,206.50	
Bid Date:	Start Date:	Interim Completion:	Final Completion:
Division:	Location:	Owner:	Today's Date:
	LOMBARD, IL		5/2/2006

PIT	Phase	Description / Subcontractor Name	UOM	Quantity	INITIAL ESTIMATE	DETAILED ESTIMATE	PROPOSALS	ACTUAL	INITIAL ESTIMATE
002	2220	SITE DEMOLITION							
		Pavement Removal	SY	125	4.50				\$82.50
002	0710	SELECTIVE DEMOLITION							
		Sawcut/Remove Phase DR, 1st Fl & Windows	SF	478	30.00				14,340.00
		Gut Building	LS	1					
002	1150	SELECTIVE CLEARING							
		Treeing	EA	2	500.00				1,000.00
		Grubbing	LS	1	500.00				500.00
002	1500	SHORING & UNDERPINNING	LS	1	30,000.00				30,000.00
		Existing Building Underpinning	32 LF	114					
		Neighbor Building Shoring	32 LF	256					
		Neighbor Asphalt Shoring	36 LF	256					
002	2000	EARTHWORK							
		Excavation, Backfill & Compaction 6' DEEP		1360	6.00				11,160.00
002	5000	PAVING & SURFACING							
		Patch Asphalt Pavements	SF	372	3.00				1,116.00
002		CONC PAVING							
		Ext Conc. Paving/Grading	SF	1200	7.50				9,000.00
002	6000	PIPED UTILITIES	LS	1	5,000.00				5,000.00
		Water Service							
		Gas Service							
		Electric Service							
002	7000	SEWER & DRAINAGE	LS	1	15,000.00				15,000.00
		Site Drains							
		Sewer Connect							
		San Sewer Connect							
002	8300	FENCES & GATES							
		Fence @ Dumpster	LF	20	50.00				1,000.00
002	8700	SITE/STREET FURNISHINGS							
		Tables 4'x4'	EA	4	200.00				800.00
		Tables 2' x 4'	EA	18	125.00				2,250.00
		Chairs	EA	52	100.00				5,200.00
002	9000	LANDSCAPING	LS	1	5,000.00				5,000.00
003	3000	PLACE CONCRETE							
		Pour & Finish Basement Conc. Floor	SF	1012	6.00				6,072.00
003	3110	PLACE CONT WALL FTG							
		Form & Place Strip Wall Footings/Drainage	LF	478	42.00				7,476.00
003	3300	PLACE WALLS							
		Place Foundation Walls 12" - 8' High	LF	162	140.00				22,680.00
		Dampproofing	LF	162	12.00				1,544.00
003	7075	SAW CUT CONTROL JOINTS	LF	134	15.00				2,010.00
004	2000	UNIT MASONRY							
		Split Face Block 8", Insulated 61 lf	SF	820	14.00				5,020.00
		Face Brick /Block Back-up 61 lf	SF	630	28.00				18,200.00
004	4000	STONE	LS						
		Stone Parapet w/flashing	LF	140	30.00				4,200.00
004	5000	MASONRY RESTORATION	LS						
		Existing Building							
		Clean, Grind & Tuck Point	SF	1800	6.00				10,800.00
		Tooth in Brick at Openings	SF	320	32.00				10,240.00
		Install Window Linets in Existing	EA	4	600.00				2,400.00
		Install Linets @ 1st Floor Openings	EA	3	1,500.00				4,500.00
005	2030	METAL JOISTS							

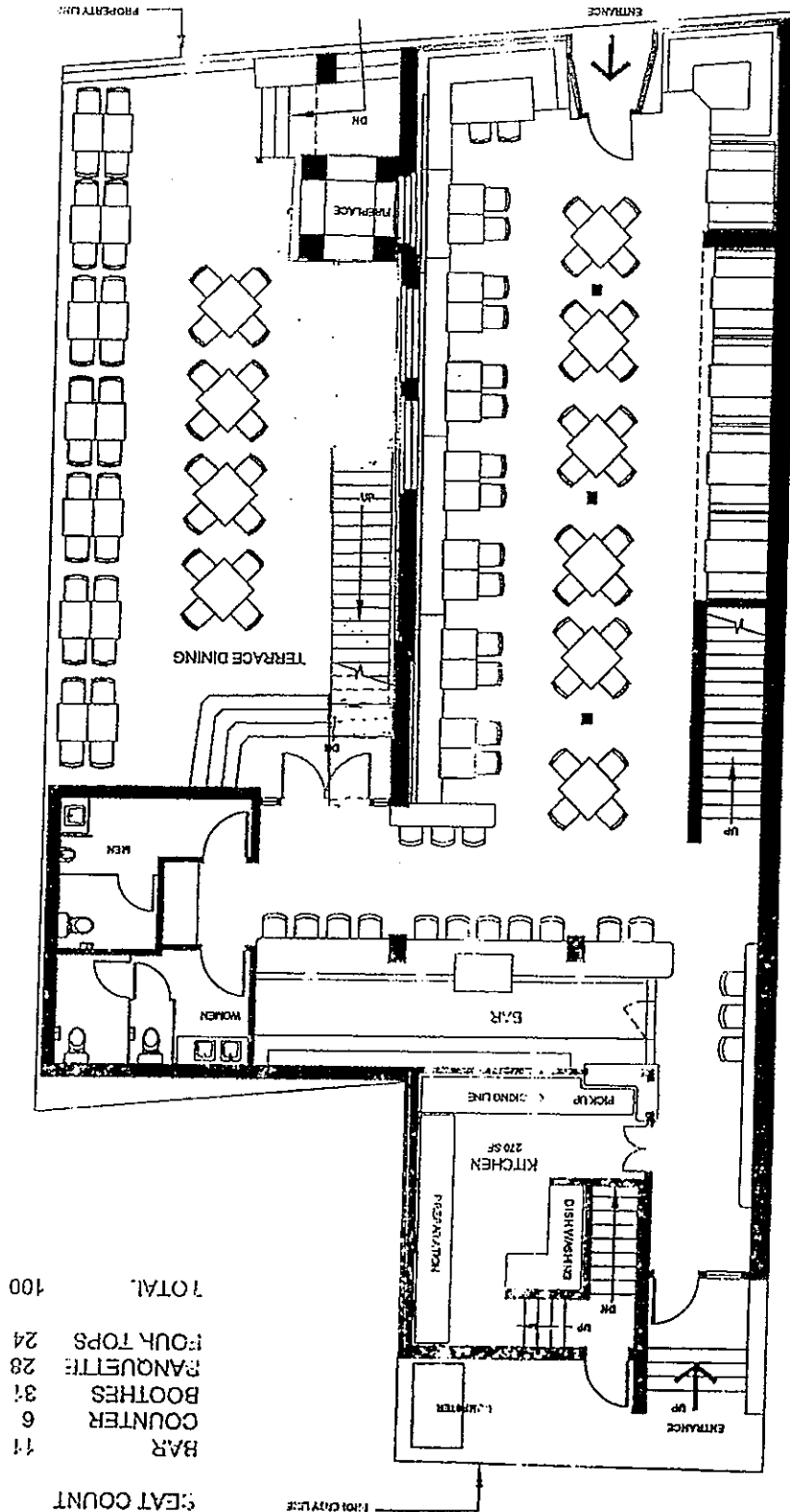
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O'NEILL'S FIRELIGHT PUB

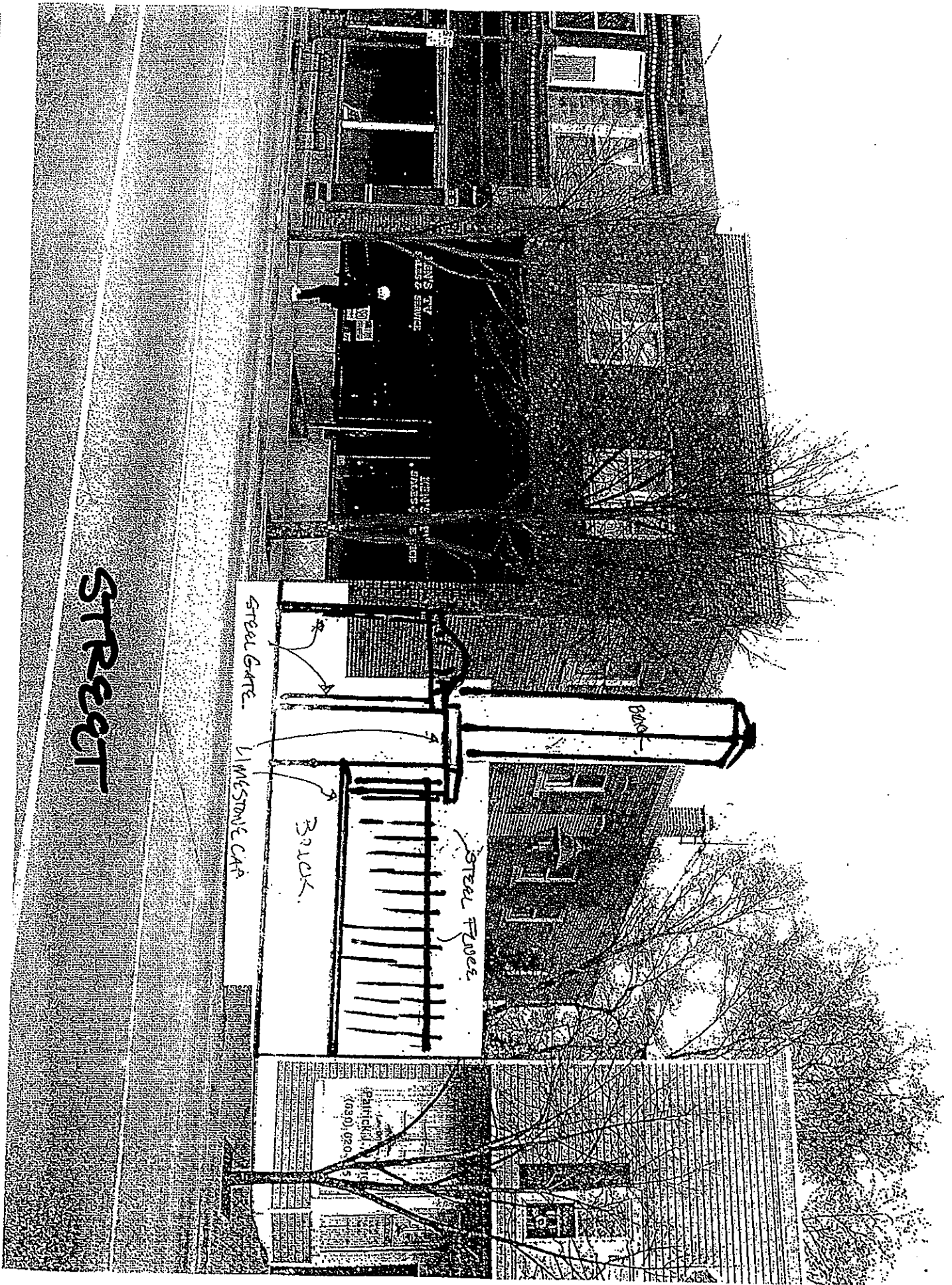
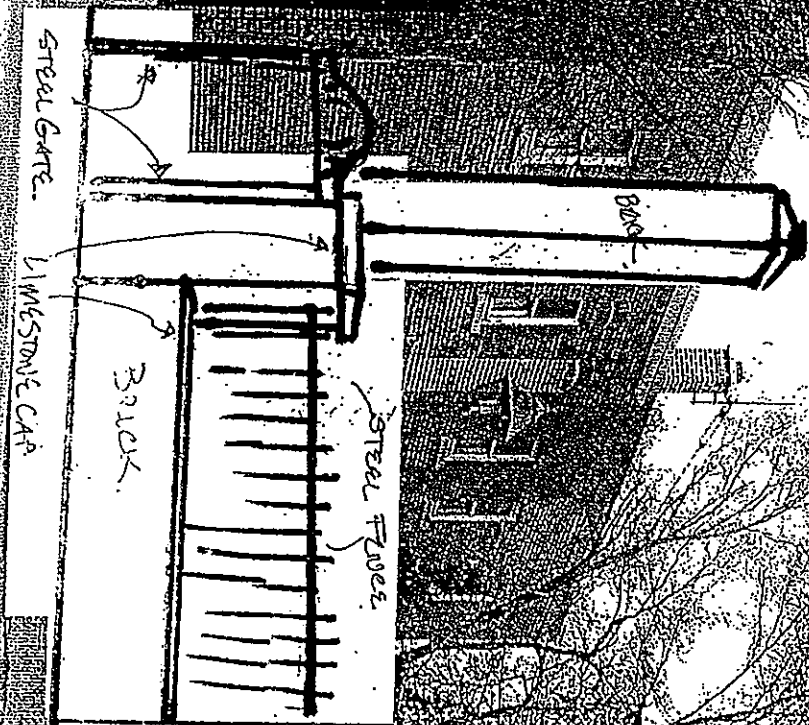
LOWARD, ILLINOIS

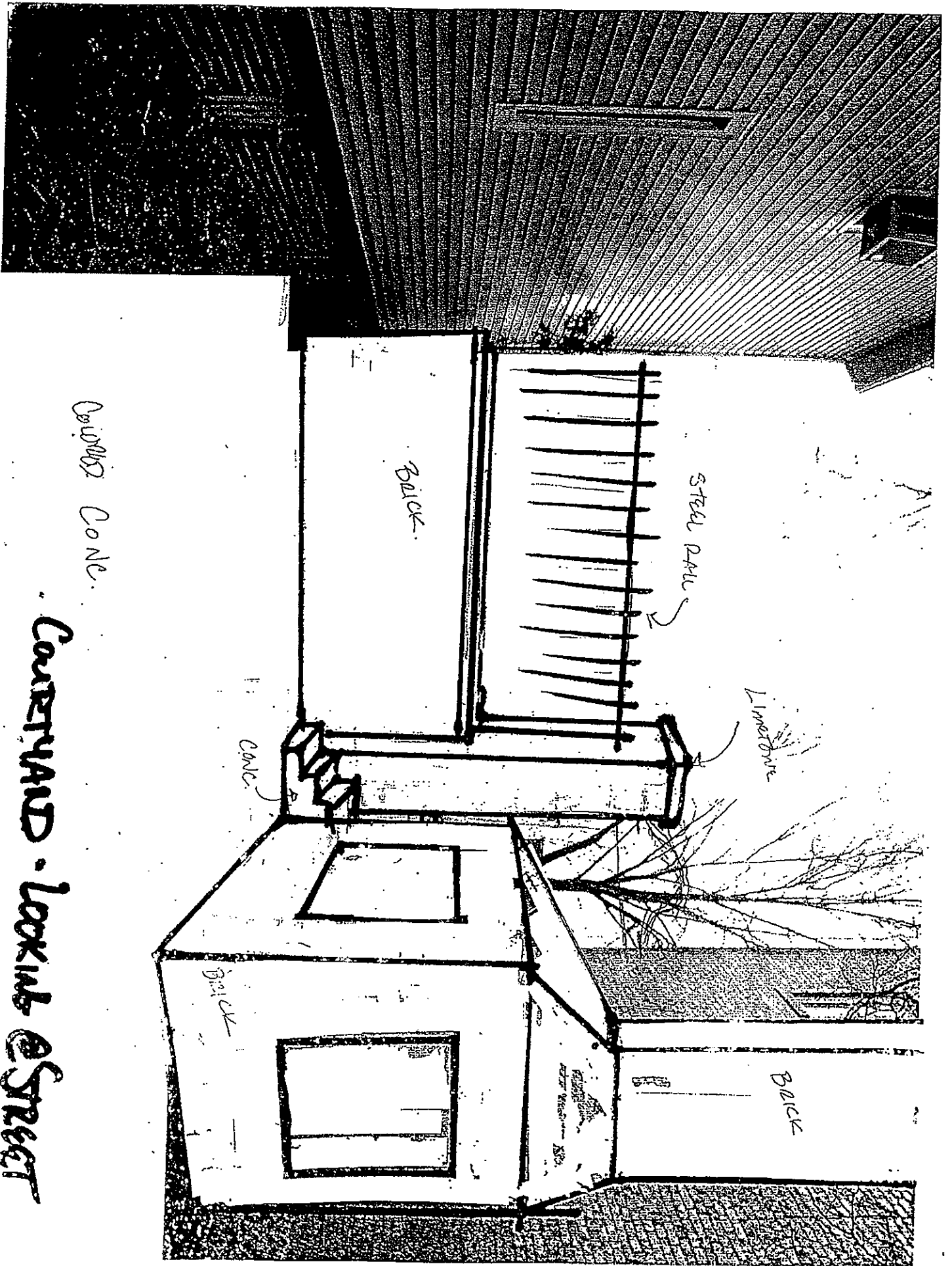


SEAT COUNT

11	BAR
6	COUNTER
31	BOOTHES
28	BANQUETTE
24	FOUR TOPS
100	TOTAL

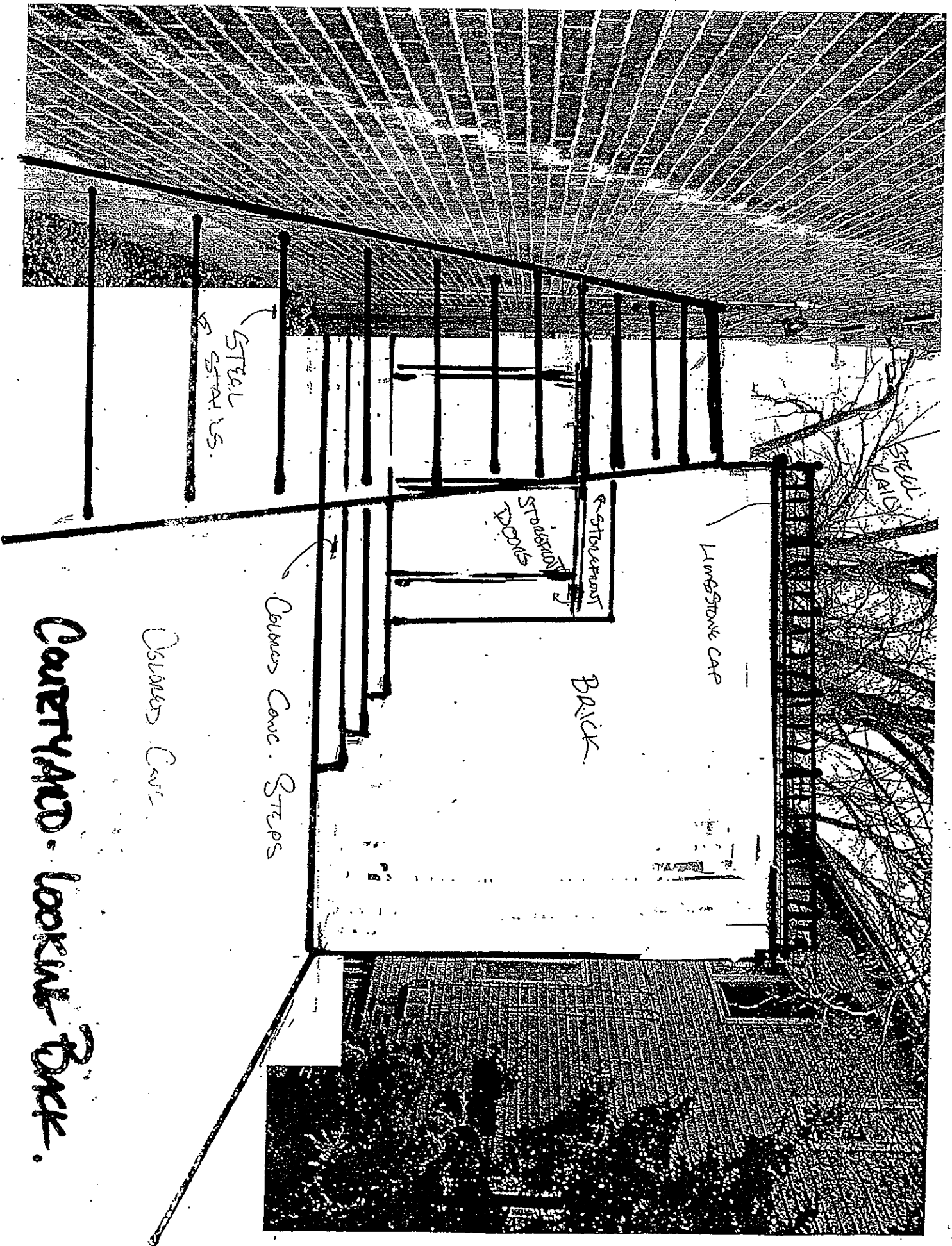
STREET





Back Conc.

Courtyard - Looking @ Street



STEEL RAILING

STONE CAP

BACK

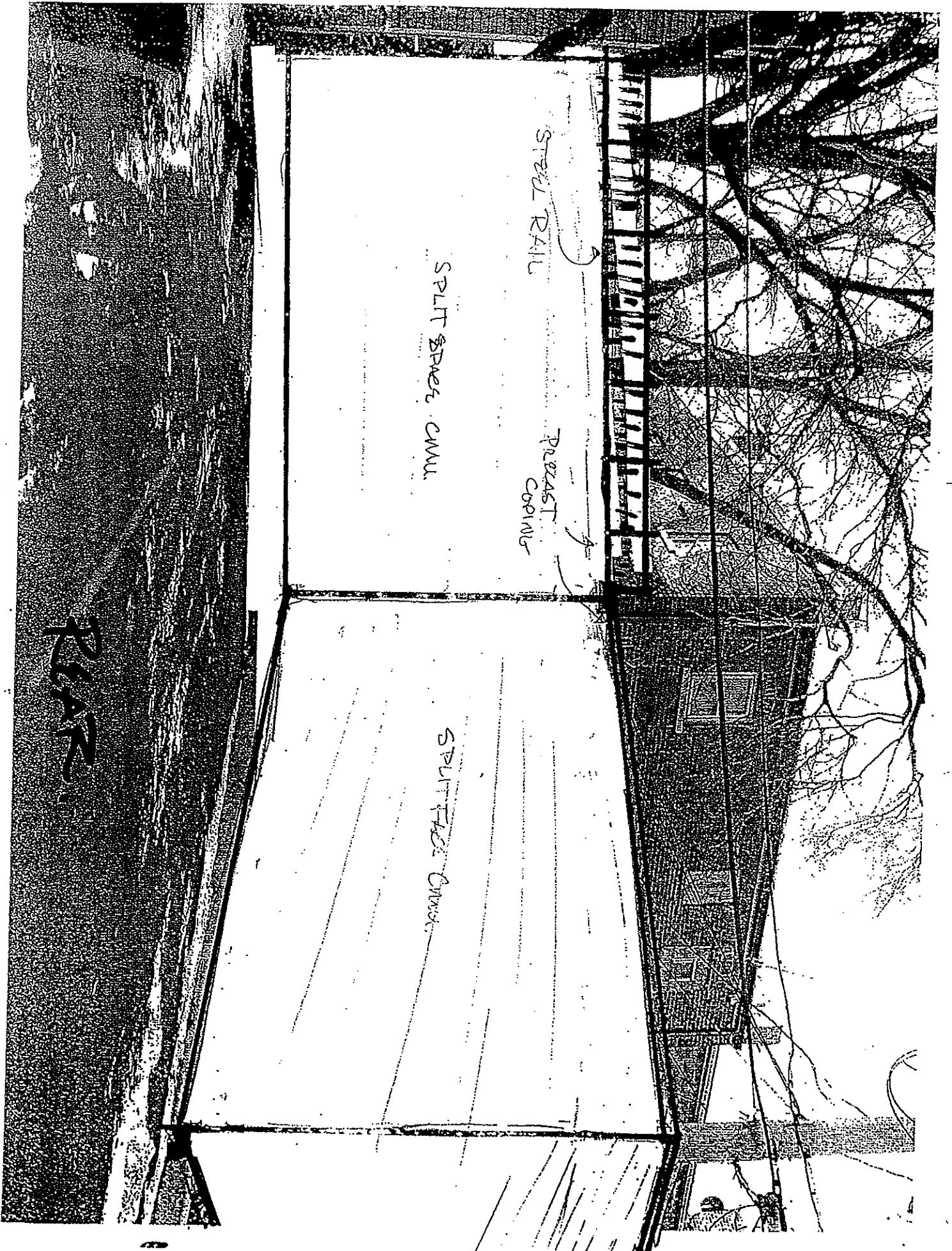
CONCRETE STAIRS

STEEL & STAINLESS

CONCRETE STAIRS

CONCRETE STAIRS

COURTYARD - LOOKING BACK



DOWNTOWN RESTAURANT FORGIVABLE LOAN PROGRAM AGREEMENT

This Agreement, entered into this _____ day of _____, 2006, by and between the Village of Lombard, Illinois, (hereinafter referred to as the "Village"), Wailea Holdings, LLC (hereinafter referred to as "Property Owner") and Edward A. O'Neill (hereinafter referred to collectively as "Business Owner") doing business as a Restaurant at 14 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 14 W. St. Charles Road, Lombard, Illinois.

WITNESSETH

WHEREAS, the Village, pursuant to Sections 35.60 through 36.55 of the Lombard Village Code, has established a Downtown Restaurant Forgivable Loan Program (hereinafter referred to as the "Program") and, as such, will provide monetary forgivable loans to qualified business owners and property owners in the Eligible TIF Districts (as said term is defined in Section 36.51 of the Lombard Village Code) for the conversion of storefront space into a restaurant; and

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

WHEREAS, restaurants 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 proposed restaurant to be located at 14 W. St. Charles Road, Lombard, Illinois; Restaurant Forgivable Loan Program Application No.: 06-02 (hereinafter referred to as the "Project"); and

WHEREAS, the Property Owner 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 Business Owner with a forgivable loan under the Program in an amount not to exceed one hundred thousand and no/100 dollars (\$100,000.00). Such loan shall be available to Business Owner upon the authorization of the Village's Director of Community Development, and after the Business Owner has complied with the provisions of Section 36.54 of the Lombard Village Code. The maximum amount of the forgivable loan, as set forth above, is based upon the Business Owner expending no less than three hundred thousand and no/100 dollars (\$300,000.00) in relation to the Project. In the event that the Business Owner's expenditures for the Project are less, the forgivable loan shall be reduced such that the maximum amount of the forgivable loan shall not exceed one third ($1/3^{rd}$) of the amount expended by the Business Owner in relation to the Project.

SECTION 2: The Business Owner agrees that the Project will be constructed and undertaken in accordance with the plans and written estimates approved by the Director of Community Development of the Village of Lombard, and attached hereto as Exhibit B and made part hereof.

SECTION 3: The Business Owner shall undertake the following in connection with the Project:

- a. Comply with all applicable ordinances, rules and regulations of the Village including, but not limited to, all applicable building codes and the requirements of the Program.
- 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 execution of this Agreement may, at the Village's sole and absolute discretion, result in forfeiture of the forgivable loan and termination of this Agreement.
- c. Allow inspection of the Project by authorized employees and agents of the Village, to assure compliance with all applicable federal, state, and local laws, rules and regulations.
- d. Maintain, and allow authorized employees of the Village access to, the financial records that pertain to the Project. At a minimum, all contracts, change orders,

- bills, invoices, receipts, canceled checks and partial and final waivers of liens shall be maintained and subject to review by the Village.
- 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: Upon completion of the Project, the Business Owner agrees to maintain the business in accordance with all applicable federal, state and local laws, rules and regulations.

SECTION 5: The Property Owner hereby consents 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 6: The Property Owner hereby agrees to be bound by the lien conditions set forth in Section 36.55 of the Lombard Village Code, including, but not limited to, the condition that, upon disbursement of the forgivable loan funds by the Village, no business, other than a restaurant, may operate at 14 West St. Charles Road, Lombard, Illinois, for a period of ten (10) years from the recording of the lien referenced in said Section 36.55 of the Lombard Village Code, without the consent of the Village.

SECTION 7: The Property Owner agrees that a lien may be placed on the Subject Property, in accordance with Section 36.55 of the Lombard Village Code, to secure said forgivable loan. Pursuant to said Section 36.55 of the Lombard Village Code, one-tenth (1/10th) of the forgivable loan amount shall be forgiven for each full year after the recording of the lien that a restaurant is operated at the Subject Property. In the event that a business other than a restaurant operates at the Subject Property, the lien shall become permanent (no more amortized "forgiveness") and the Village shall record a document to memorialize same. In addition, in the event that a business other than a restaurant operates at the Subject Property at any time during the ten (10) year period referenced in Section 6 above, the balance of the forgivable loan then due shall immediately become due and payable from the Business Owner and/or Property Owner.

SECTION 8: In the event the Village suspends or terminates this Agreement as a result of the Business Owner or Property Owner failing to comply with any of the terms of this Agreement, the Business Owner and/or Property owner shall be required to repay any amount of the forgivable loan 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 9: This Agreement shall be binding upon the successors and assigns of the parties hereto.

VILLAGE OF LOMBARD

By: Village President

Attest: Village Clerk

BUSINESS OWNER

By: _____

Attest: _____

Address _____

City, State _____

PROPERTY OWNER

By: _____

Attest: _____

Address _____

City, State _____

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 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 Deputy 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 2006.
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 Edward A. O'Neill, personally known to me to be the Business Owner and Applicant 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 and Applicant, 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 _____ day of 2006.
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 _____ and _____, personally known to me to be the President and Secretary of Wailea Holdings, LLC, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and respectively, and that they appeared before me this day in Person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said then and there acknowledged that said Secretary as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2006.
Commission expires _____, 20____.

Notary Public

EXHIBIT A

Legal Description

THAT PART OF LOTS 4 AND 5 IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF ST. CHARLES ROAD (FORMERLY LAKE STREET) AND THE WEST LINE OF THE EAST 93.12 FEET OF LOT 6 (SAID LINE BEING THE EAST LINE OF PARK AVENUE); THENCE NORTHERLY ALONG THE EAST LINE OF PARK AVENUE 206.83 FEET TO A POINT ON THE NORTHERLY LINE OF A 33.0 FOOT PUBLIC ALLEY HERETOFORE VACATED PER DOCUMENT NUMBER 26476; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID VACATED ALLEY 199.58 FEET TO A POINT ON THE EASTERLY LINE AND ITS NORTHERLY EXTENSION THEREOF, OF THE WEST 100.0 FEET OF LOT 5; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE WEST 100 FEET OF LOT 5 AND ITS NORTHERLY EXTENSION A DISTANCE OF 93.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 24.54 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 70.0 FEET (AS MEASURED ALONG THE EAST AND WEST LINES THEREOF) A DISTANCE OF 24.94 FEET; THENCE SOUTHERLY ALONG A LINE 5 FEET EAST OF THE WEST LINE OF LOT 4, 70.0 FEET TO A POINT ON THE NORTHERLY LINE OF ST. CHARLES ROAD; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF ST. CHARLES ROAD, 50.06 FEET; THENCE NORTHERLY A DISTANCE OF 97.55 FEET TO A POINT 25.04 FEET WESTERLY TO THE POINT OF BEGINNING; THENCE EASTERLY 25.04 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PN 06-07-206-020

Downtown Lombard Restaurant Proposal

I. The Business

A. Description

General. The Company has been formed for the purpose of establishing a restaurant in the downtown Lombard business district. The Restaurant will be located at 14 West St. Charles Road, Lombard, Illinois, 60148. The property for the proposed business has been purchased by the Company and will be renovated to accommodate the concept using a combination of private funding, secured loans, and a possible forgivable loan "TIF" grant from the City of Lombard.

The Business will consist of a restaurant and pub specializing in American fare. The Restaurant's design and décor will draw from traditional Irish Pub design elements that will seek to complement the long-term vision of Village of Lombard city planners in improving the economic and aesthetic viability of downtown Lombard. In this regard, the Business intends to secure status as a "flagship" or "anchor" business with the surrounding community and with the Village of Lombard as it embarks on its ambitious downtown revitalization project.

The Restaurant will offer lunch and dinner seating, as well as Saturday and Sunday Brunch. Additionally, the Company is considering the possibility of offering seating for weekday breakfast that would be geared towards catering to the needs of morning commuters as they travel by foot to the Lombard Metra train station. Breakfast offerings may include fast-food style carry-out service during those hours to accommodate the needs of commuters; including but not limited to, breakfast sandwiches, coffee, and a juice bar. In order to ensure a proper environment for morning commuters, if the Company deems it profitable to offer weekday breakfast, alcoholic beverages will not be offered during these hours. The Restaurant may offer food delivery service to residences of the Village of Lombard and neighboring areas. Delivery hours will be decided by customer demand, but are anticipated to be from 5:00 PM to 11:00 PM.

B. Sales

Food and beverage sales will comprise the majority of revenue for the Company. During breakfast, lunch, and dinner hours, the Company anticipates that food sales will represent 65% of revenues. Additional sources of revenue for the Company may include, but not be limited to, merchandise sales (such as T-shirts, mugs, and other branded materials), private party rentals, coin-operated vending machines, catering, an ATM kiosk, and special events (such as food and beverage service tents at local seasonal festivals).

C. Menu

The Restaurant will offer menu items that seek to bring Chicago bistro and pub classics home to Lombard patrons. The range of offerings will accommodate the needs of the



varying clientele that the Restaurant anticipates it will serve. Customers that are looking for a "quick bite" will find an array of low-priced appetizers that encourage customers to order multiple items, as well as smaller entrée items, soups, salads, and representative pub fare. Customers seeking a more substantial "winning and dining" experience will be offered a menu featuring twists on American bistro classics, and home-style items that will give a reverent nod to the family dining experience. Additionally, a "kid's menu" will be offered to further encourage family clientele. The Restaurant will offer a wide-ranging brunch menu on weekends, seeking to become a popular destination for afternoon dining.

D. Concept and Design Detail

The Restaurant will combine traditional Irish pub design concepts with modern design elements to create an environment that is timeless, but unique. Portions of the interior design will also be dedicated to commemorating the history and development of the Village of Lombard. A primary tenet of the design scheme will be to fit in well with neighboring businesses and to attract a more stable, long-term clientele base than that of trendier or more concept-oriented restaurant and bar establishments. The Business will seek to create an environment that is welcoming to a cross-section of the Lombard demographic, including families and commuters. Classic styling, incorporating woodwork with the current brick architecture of the building, will be used to create a traditional look. Modern architectural elements, possibly including light fixtures, trimwork and accents, will be used to punctuate the traditional design with a modern look. Modern amenities, such as flat-screen video displays and booth-side video and computer displays will also be used to add a modern touch to the design.

The format of the Restaurant, as described in the above General Business Description section of this document, will seek to target various revenue opportunities that are presented by time-of-day situations to maximize the profitability of the Business. In this regard, the Restaurant will market itself as a viable destination for customers at any time of day and season. Design of the establishment will reflect this philosophy accordingly, with conversion from breakfast (brunch), lunch, dinner hours and seasonal transitions dictating design of the Restaurant. The first (main) floor will have wooden booths and banquet seating lining the exterior walls of the restaurant. Free-standing tables will fill in the rest of the floor to accommodate sit-down dining customers. An ornate wooden bar will be located at the north end of the business, and will be used to accommodate standing clientele, commuter traffic, and customers waiting to be seated in the dining area. The bar will extend over to the north end of the outdoor dining area, and will function as a staging area for customers waiting to be seated outside during the summer months. Video displays will be used to promote customer activity during live sporting events, and will be used to establish the Restaurant as a viable destination for sports programming such as the lucrative college and NFL football seasons or during the NBA basketball tournament. At times when there are not any important sporting events being televised, the video displays will be used to project computer-generated imagery that will

be used for decorative or ambient purposes, intentionally keeping the establishment from taking on the day-to-day appearance of traditional sports bars and sporting-themed restaurants.

F. Conclusion

The Company has completed Phase I analysis of the business proposal. Phase I included formation of the Company, purchase of the property location for the proposed business, architectural surveys, cost analysis, and completion of the business plan, including revenue analysis. Upon completion of Phase I, the Company has concluded that the proposed business is a viable venture and is ready to enter Phase II. Phase II will include application for a DOWNTOWN FORGIVABLE LOAN Grant from the Village of Lombard, completion of project financing, completion of architectural design, and approval from the Village of Lombard for the proposed design. During Phase II, the Company will also seek the endorsement of the Village of Lombard to move forward with the proposed project, and will seek assurances that the requisite permits and licenses will be available to complete the project and begin operations.

O'NEILL'S PUB LUMP SUM BUDGET

Job Number:

Project Name:

Contract Amount:

Job Proj. Mgr.

O'Neill's Pub	\$636,206.50
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Bid Date:

Start Date:

Interim Completion:

Final Completion:

Division:

Location:

Owner:

Today's Date:

LOWARD, IL	5/21/2006
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PJT	Please	Description / Subcontractor Name	UOM	Quantity	INITIAL ESTIMATE	DETAILED ESTIMATE	PROPOSALS	ACTUAL	INITIAL ESTIMATE
002	2220	SITE DEMOLITION Pavement Removal	SY	125	4.50				\$52.50
002	0700	SELECTIVE DEMOLITION Sawcut/Remove Base Dr, 1st Fl & Windows	SF	470	30.00				\$14,340.00
002		SELECTIVE CLEARING Gut Building	LS	1	5,000.00				\$5,000.00
002	1150	Treeing	EA	2	500.00				
		Grubbing	LS	1	500.00				\$1,000.00
002	1500	SHORING & UNDERPINNING Existing Building Underpinning	LS	1	30,000.00				\$30,000.00
		Neighbor Building Shoring	32 LF	250					0.00
		Neighbor Asphalt Shoring	36 LF	250					0.00
002	2000	EARTHWORK Excavation, Backfill & Compaction 6' DEEP		1500	6.00				\$9,000.00
002	5000	PAVING & SURFACING Patch Asphalt Pavements	SF	372	3.00				\$1,116.00
002		CONC PAVING Ext Conc. Paving/Grading	SF	1250	7.50				\$9,000.00
002	6000	PIPED UTILITIES Water Service	LS	1	5,000.00				\$5,000.00
		Gas Service							
		Electric Service							
002	7000	SEWER & DRAINAGE Sewer Connect	LS	1	15,000.00				\$15,000.00
		San Sewer Connect							
002	8300	FENCES & GATES Fence @ Dumpster	LF	20	50.00				\$1,000.00
002	8700	SITE/STREET FURNISHINGS Tables 4'x4'	EA	4	200.00				800.00
		Tables 2' x 4'	EA	10	125.00				2,250.00
		Chairs	EA	52	100.00				5,200.00
002	9000	LANDSCAPING	LS	1	5,000.00				\$5,000.00
003	3000	PLACE CONCRETE Pour & Finish Basement Conc. Floor	SF	1012	6.00				\$6,072.00
003	3110	PLACE CONT WALL FTG Form & Place Strip Wall Footings/Drainage	LF	178	42.00				\$7,476.00
003	3300	PLACE WALLS Place Foundation Walls 12" - 8' High	LF	162	140.00				\$22,680.00
		Dampproofing	LF	162	12.00				\$1,944.00
003	7075	SAW CUT CONTROL JOINTS	LF	134	15.00				\$2,010.00
004	2000	UNIT MASONRY Split Face Block 8", Insulated	SF	620	14.00				\$8,680.00
		Face Brick /Block Back-up	SF	620	28.00				\$17,360.00
004	4000	STONE Stone Parapet w/Flashing	LF	140	30.00				\$4,200.00
004	5000	MASONRY RE-STORATION Existing Building	LS						
		Clean, Grind & Tuck Point	SF	1800	6.00				\$10,800.00
		Tooth in Brick at Openings	SF	320	32.00				\$10,240.00
		Install Window Linets in Existing	EA	4	600.00				\$2,400.00
		Install Linets @ 1st Floor Openings	EA	3	1,500.00				\$4,500.00
005	2000	METAL JOISTS							

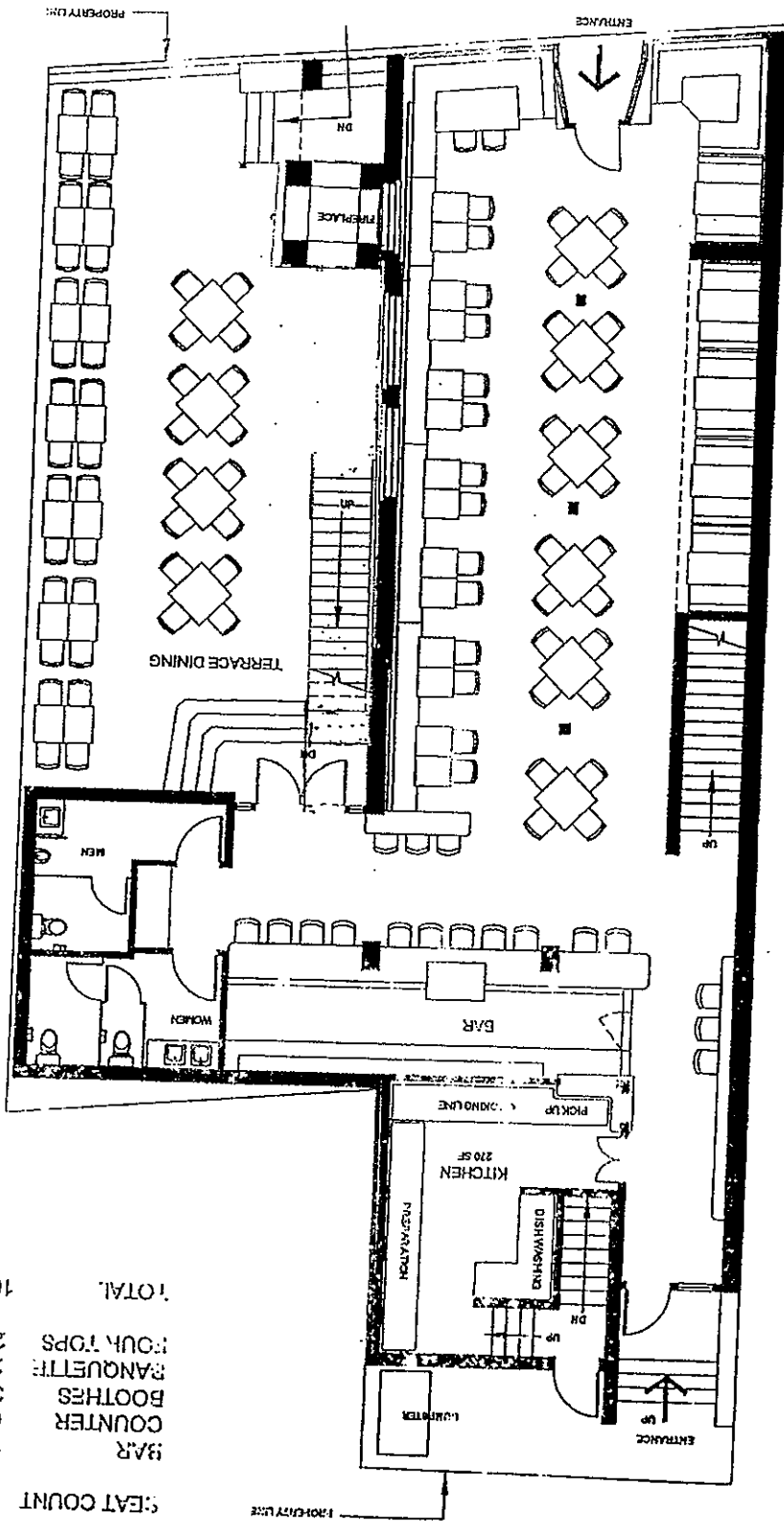
SAS:NEILL'S PUB LUMP SUM BUDGET112109(1).xls

[illegible]



O'NEILL'S FIRELIGHT PUB

LOWLAND ILLINOIS



SEAT COUNT

11	BAR
6	COUNTER
31	BOOTHES
28	BANQUET
24	POUHTOPS
100	TOTAL

STREET

STEEL GATE

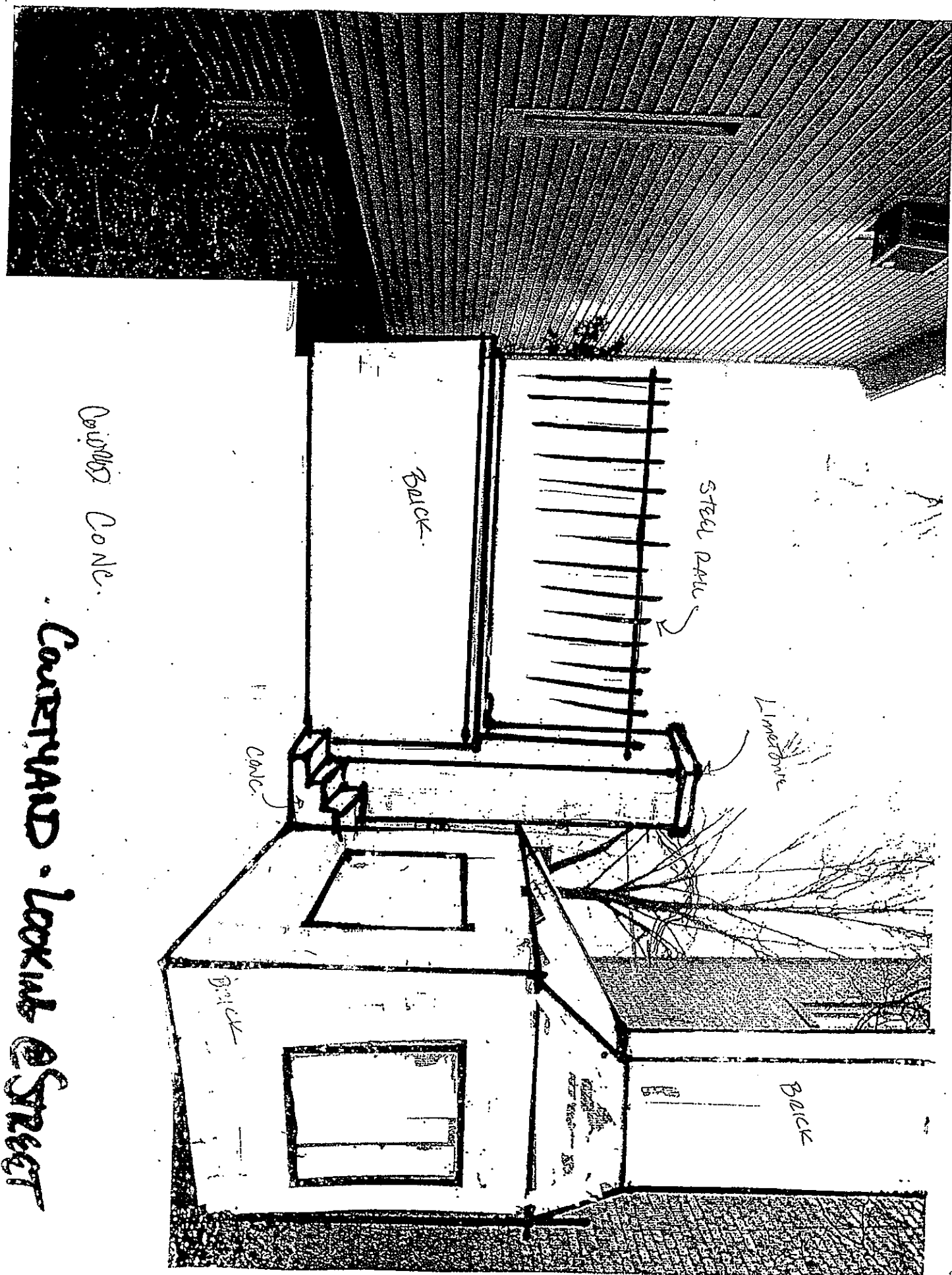
LIMESTONE CAP

BACK

STEEL FENCE

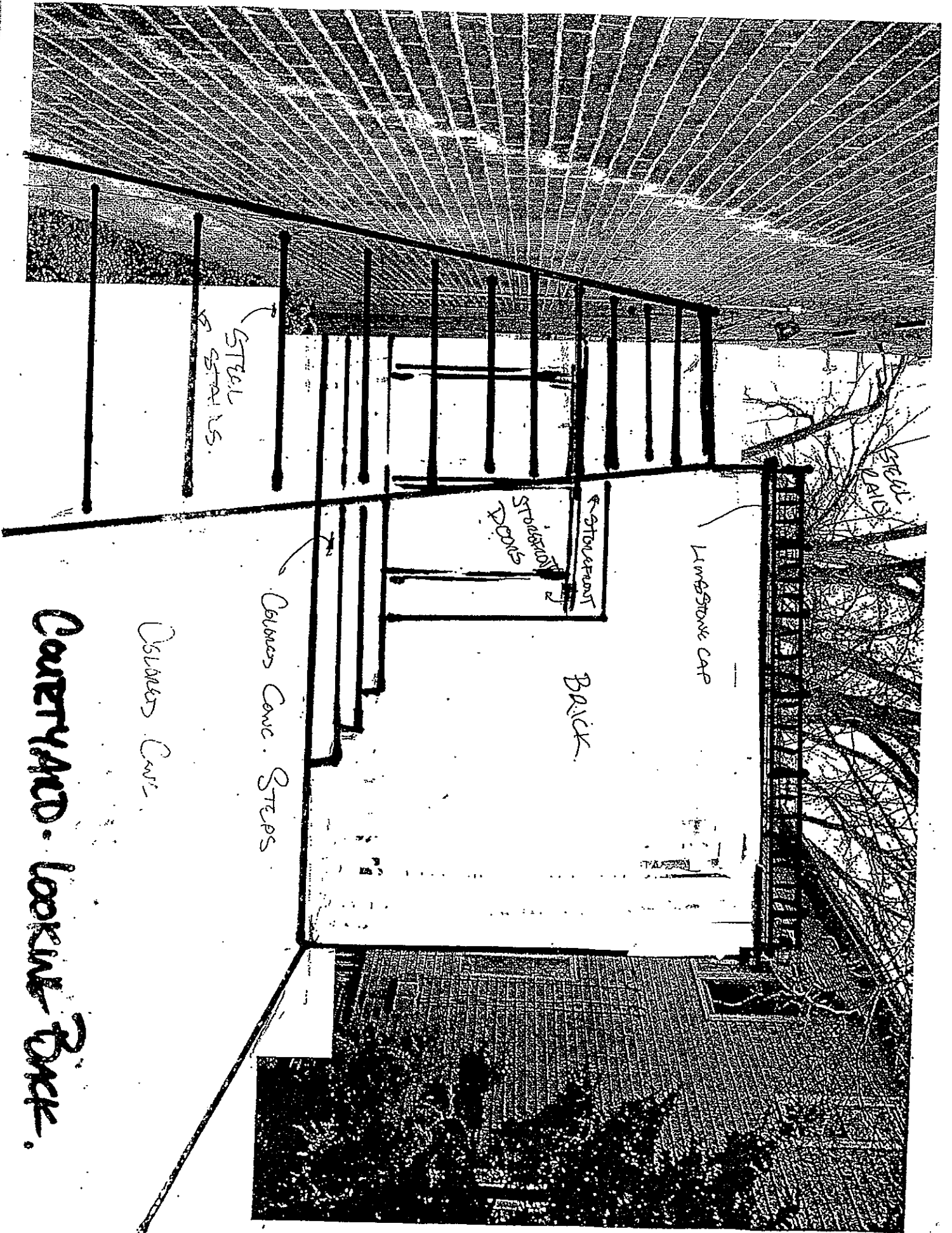
BACK

Painted
(6530) 420



CONC. CONC.

COURTYARD - LOOKING @ STREET



STEEL
LADDER

Limestone CAP

BRICK

STONE &
STAIRS

Columns Conc. Steps

Columns Conc.

Courtyard - looking Back.

STEEL RAIL

PRECAST
CORING

SPLIT SPACE CNU.

SPLIT FACE CNU.

PEAR