

#### **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

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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

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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).

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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

5.	Plans/Drawings Prepared by:	
	A. Name: PAU RZEWUSKI	
	3. Address: 11 20 NORTH RIDGE AVE	
	Langers FL.	
	C. Phone (daytime) (630) 676-1085  D. Estimated Cost of the Improvement and Renovation: \$ 38,000	
	D. Estimated Cost of the Improvement and Renovation: \$\$	
6.	Statement of Understanding:	
	A. The applicant (undersigned) agrees to comply with the guidelines and procedure of the Downtown Improvement and renovation Grant Program and the specific design recommendation of the Director of Community Development.	≥S
	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 locaregulations.	al
Bı	siness Owner Signature Date 4/27/15	
Pr	perty Owner SignatureDate	

Please return application to:

Village of Lombard Community Development Department 255 E. Wilson Ave., Lombard, IL 60148 630-620-5749



## 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**

Page 1 of 2



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

ph: (630) 953-3354

4/24/2015 9:41:18AM

Description: **New Location Signs and Awnings** 

Prepared For: . .

Shannon's Deli and Butcher Shop

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

Dear .:

Company:

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

Text: **Product** 

**Operations Manager** 

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
1 Dimensi	onal Cabinet Sign	1	2	36	144	\$6,810.00	\$6,810.00
Color:	See Drawing						
Description:	Double Face Sign. Push through acryli placement required. Permitting fees an					Electrical hookup wi	thin 5' of final
Text:	Sign 1 - Per illustration						
Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
2 Installation	on	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 Dimension	onal Cabinet Sign	1	1	36	144	\$4,800.00	\$4,800.00
Color:	See Drawing						
Description:	Single Face Sign. Push through acrylic placement required. Permitting fees an					lectrical hookup with	nin 5' of final
Text:	Sign 2 - Per illustration						
Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
4 Installation	on	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 Miscellar	neous	1	1	0	0	\$10,125.00	\$10,125.00
Color:	White on Forest Green						
Description:	Fabrication Awnings, Sunbrella Awnings	per illust	ration.	White o	n Fore	st Green. Includes S	Structure and Fabri

Qty Sides Height Width

**Unit Cost** 

Item Total

Awnings. Sunbrella Awnings per Illustration.

Font

## **Estimate**

1

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Sign Art Etc

3861 St. Rd. 26 East - Suite C Lafavette, IN 47905

ph. 765-449-1884 fax 765-4491885

email: info@signartetc.com

Estimate:

100 3453

\$1,500.00

Printed

\$1,500.00

4/24/2015 9:41:18AM

6 Installation Color:

Description: Removal of existing product

Text:

**Product Removal** 

Product Font Qty Sides Height Width **Unit Cost** Item Total 7 Installation \$3,100,00 \$3,100.00

Color:

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

Text:

Awning Installation

**Product Font** Qty Sides Height Width **Unit Cost** Item Total 8 Miscellaneous 1 1 0 \$8,120.00 0 \$8,120.00

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 9 Installation \$3,130.00 \$3,130,00

Color:

Description: Product installation of Fence. Suitiable 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 \$0.00 Taxes: 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

**Authorized Signature** 

Date of Acceptance

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

We	hereby	submit.	specifications	8	estimates	for:
4 A C	TICICDY	Jubilit	3pccincation is	œ	catilliatea	101.

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 -

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 \$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

THE ABOVE SPECIFICATIONS AND CONDITIONS ARE

COMET NEON, INC. TO DO THE WORK SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SATISFACTORY AND HEREBY ACCEPTED. WE AUTHORIZE

We propose hereby to furnish materials & labor-of specifications, for the sum of:	omplete 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 MATERAIL IS TO BE SPECIFIED AS ABOVE.  ANY AND ALL PERMIT FEES ARE ADDITIONAL COST TO CUSTOMER UNLESS OTH CUSTOMER IS RESPONSIBLE FOR ANY AND ALL LEGAL COLLECTION COSTS DUE Comet Neon, Inc. IS REQUIRED TO BE FULLY LISENCED AND INSURED.			
The above sign(s) shall remain property of Comet Neon, Inc. Un	til payment in full is received	Authorized Signature	



## 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 routered acrylic push throbe installed to exterior all.	ough letters. To	\$9,525.00
Single Face Sign:		
Manufacture and install (1) 3"x12" double sided blade sign w/ aluminum routered acrylic push throbe installed to exterior all.	ough letters. To	\$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 Unless otherwise provided above, any work resulting from any unforeseen conditions, obstacles, and 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 Depo	sit Required:	\$19,897.50

50% upon Customer's Acceptance of Proposal 50% upon completion of the Scope of Work 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**

The "Price" to be paid as follows:

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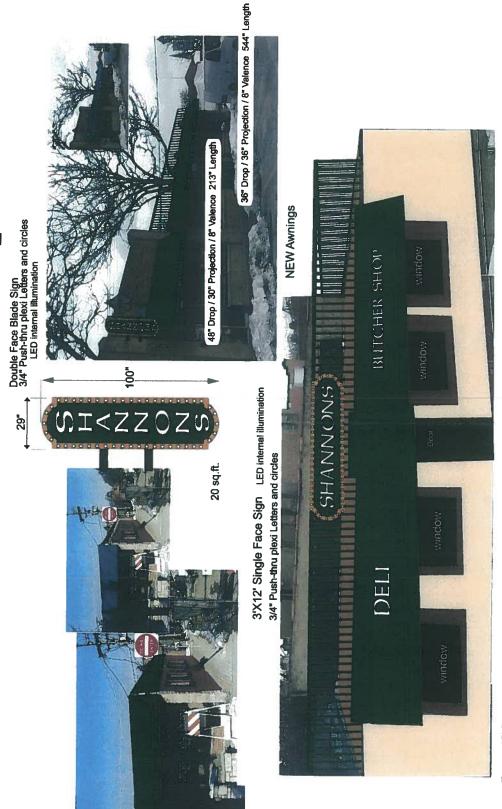
We appreciate the opportunity to bid this work. Thank you.

#### **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").

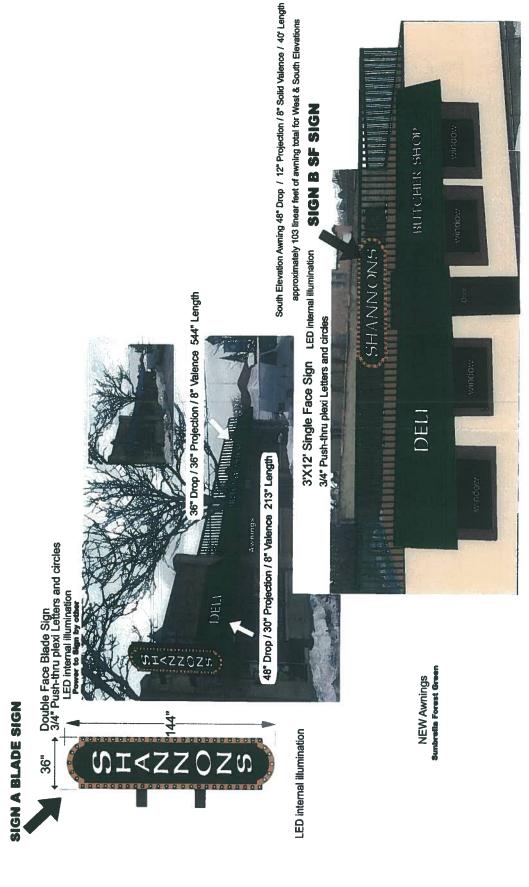
- 1. PAYMENT TERMS: Payment shall be made as specified on the front side of the Proposal. In the event Customer fails to make any payment as required, Customer agrees to pay Contractor all costs and expenses of any kind, including attorneys' fees, incurred to enforce this Agreement. Customer agrees that 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.

<b>CUSTOMER'S</b>	INITIALS	



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

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



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