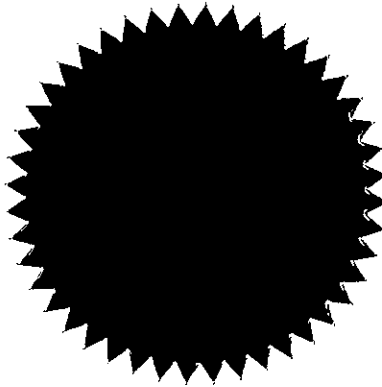


ORDINANCE 5883

PAMPHLET

ORDINANCE AUTHORIZING A DOWNTOWN IMPROVEMENT AND RENOVATION
GRANT

14 W. ST. CHARLES ROAD



PUBLISHED IN PAMPHLET FORM THIS 19th DAY OF June, 2006
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.

Brigitte O'Brien
Brigitte O'Brien
Village Clerk

7/11
copy to
cc for
copy 14 W. St Charles

AN ORDINANCE AUTHORIZING A DOWNTOWN IMPROVEMENT AND
RENOVATION GRANT FOR THE PROPERTY LOCATED AT
14 W. ST. CHARLES ROAD

ORDINANCE NO. 5883

WHEREAS, the Village is an agent for disbursement of funds for the Downtown Improvement and Renovation 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 to enhance and improve downtown buildings and parking areas (hereinafter referred to as the "Program"); and,

WHEREAS, Wailea Holdings LLC (hereinafter referred to as "Owner"), wishes to participate in the Program so as to renovate the facade of the building located at 14 W. St. Charles Road, Lombard, Illinois (hereinafter referred to as the "Project"); and,

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

NOW, THEREFORE, BE IT ORDAINED 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 of \$50,000 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 Project plans and Project cost estimates, attached hereto 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 the adoption of this Ordinance. 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 14 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 Ordinance. Failure to maintain the business in accordance with all Village codes and ordinances, changing the use of the interior space within said three (3) year period, other than with the prior written authorization of the Village, or failing to otherwise fully comply with the terms and conditions of this Ordinance will require the Owner to make pro rated repayment of the Grant funds received by the Owner to the Village based on the following formula:

$$\begin{array}{rcl} \text{Grant} & \times & \text{1096 minus the number of days} \\ \text{Amount} & & \text{from Ordinance adoption to event} \\ & & \text{triggering repayment obligation} \\ & = & \\ \text{Repayment} & & \text{Amount} \end{array}$$

SECTION 5: The Owner agrees that this Ordinance shall be recorded against the title to the property located at 14 W. St. Charles Road said property being legally described in Exhibit "B" attached hereto and made part hereof to serve notice upon future purchasers, assigns, estate representatives, successors, and all other interested persons of the conditions outlined in this Ordinance.

SECTION 6: A lien is hereby declared against the property described in Exhibit "B" in the amount of \$50,000.00, subject to said lien being released, in whole or in part, upon the Owner's compliance with the terms and conditions of this Ordinance. In the event of any such partial or full release, the Village shall record a partial or full release document to evidence same.

SECTION 7: Wailea Holdings LLC, being the legal title holder(s) of the property described in Exhibit "B", hereby acknowledges that he/she/they/it has/have read the terms and conditions applicable to the receipt of the Grant, as set forth in this Ordinance, and agree to be bound thereby and to bind the property set forth in Exhibit "B" with the lien set forth in Section 6 above.

PROPERTY OWNER

By: _____

Attest: _____

Address _____

City, State _____

SUBSCRIBED and SWORN to
before me this _____ day of _____, 2006.

NOTARY PUBLIC _____

Passed on first reading this _____ day of _____, 2006.
First reading waived by action of the Board of Trustees this 15th day of June _____, 2006.

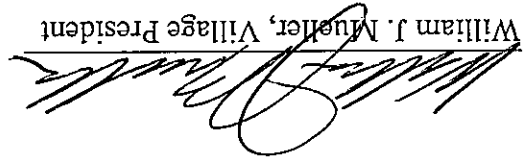
Passed on second reading this 15th day of June _____, 2006.

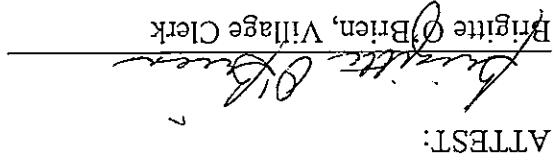
Ayes: Trustees Gron, Tross, Sebby, Florey and Soderstrom

Nays: None

Absent: Trustee O'Brien

Approved this 15th day of June _____, 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 and 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 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 Goals

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 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:	Contract Amount:	Project Name:	Contract Amount:
104	\$636,206.50	O'Neill's Pub	\$636,206.50
Prep. Mgr.			
Bid Date:	Start Date:	Interim Completion:	Final Completion:
Division:	Location:	Owner:	Today's Date:
	LOMBARD, IL		5/22/2006

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				552.50
002	0700	SELECTIVE DEMOLITION							
		Sawcut/Remove Base (DR, 1st Fl & Windows	SF	476	30.00				14,340.00
		Gut Building	LS	1					5,000.00
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	3E LF	114					0.00
		Neighbor Building Shoring	32 LF	2.5					0.00
		Neighbor Asphalt Shoring	36 LF	25.5					0.00
002	2000	EARTHWORK							
		Excavation, Backfill & Compaction 6' DEEP		157.5	6.00				11,100.00
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	16	125.00				2,250.00
		Chairs	EA	55	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	173	42.00				7,476.00
003	3300	PLACE WALLS							
		Place Foundation Walls 12" - 8' High	LF	162	140.00				22,680.00
		Damproofing	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	79 lf	14.00				1,106.00
		Face Brick /Block Back-up	SF	670	28.00				19,200.00
004	4000	STONE	LS						
		Stone Parapet w/Flashing	LF	149	30.00				4,470.00
004	5000	MASONRY RESTORATION	IS						
		Existing Building							
		Clean, Grind & Tuck Point	SF	1200	6.00				7,200.00
		Tooth in Brick at Openings	SF	220	32.00				7,040.00
		Install Window Linels in Existing	EA	4	600.00				2,400.00
		Install Linels @ 1st Floor Openings	EA	2	1,500.00				3,000.00
005	2000	METAL JOISTS							

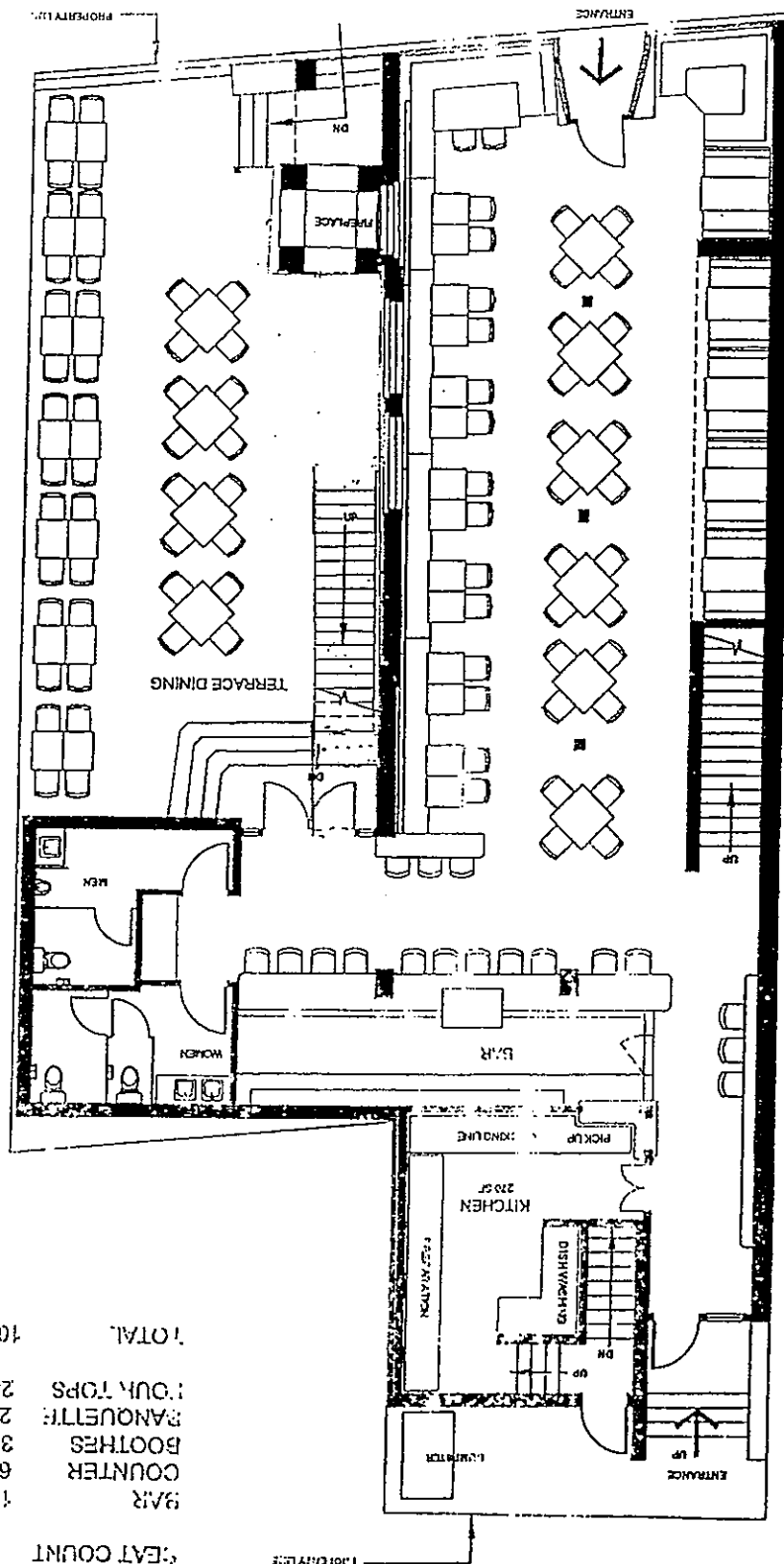
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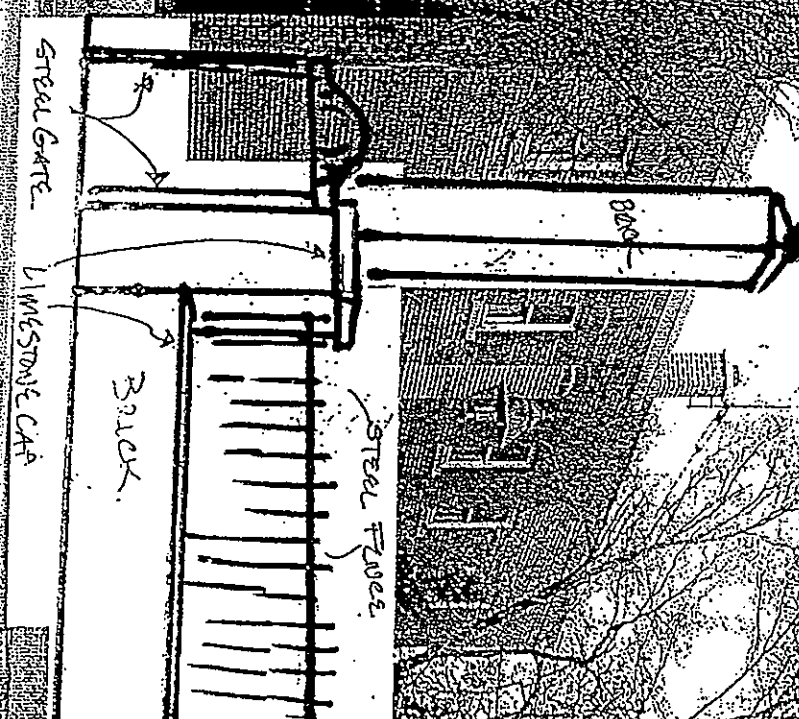
O'NEILL'S FIRELIGHT PUB

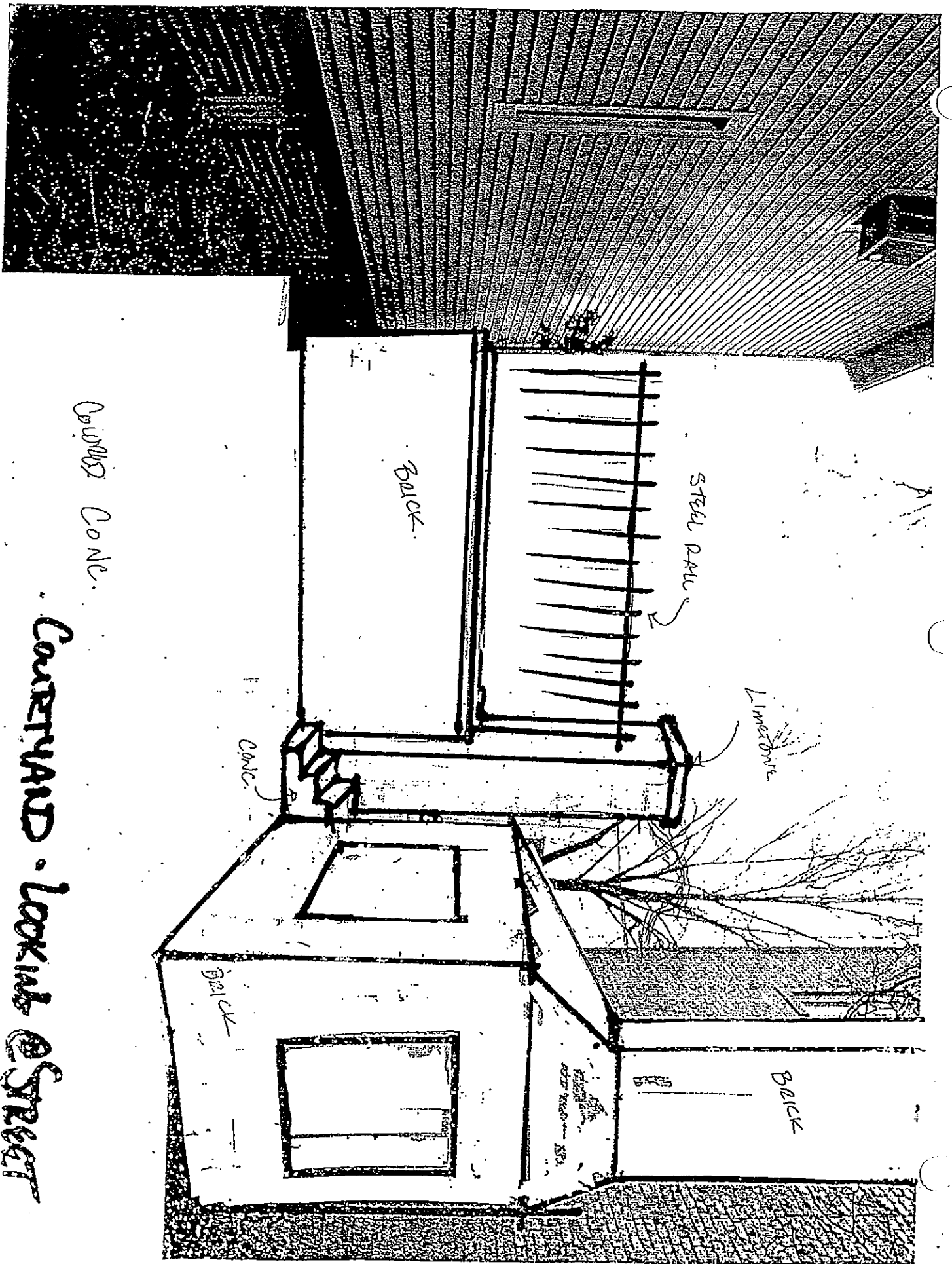
LOWLAND, ILLINOIS



SEAT COUNT	
11	BAR
6	COUNTER
31	BOOTHES
28	BANQUET
24	POUN TOPS
100	TOTAL

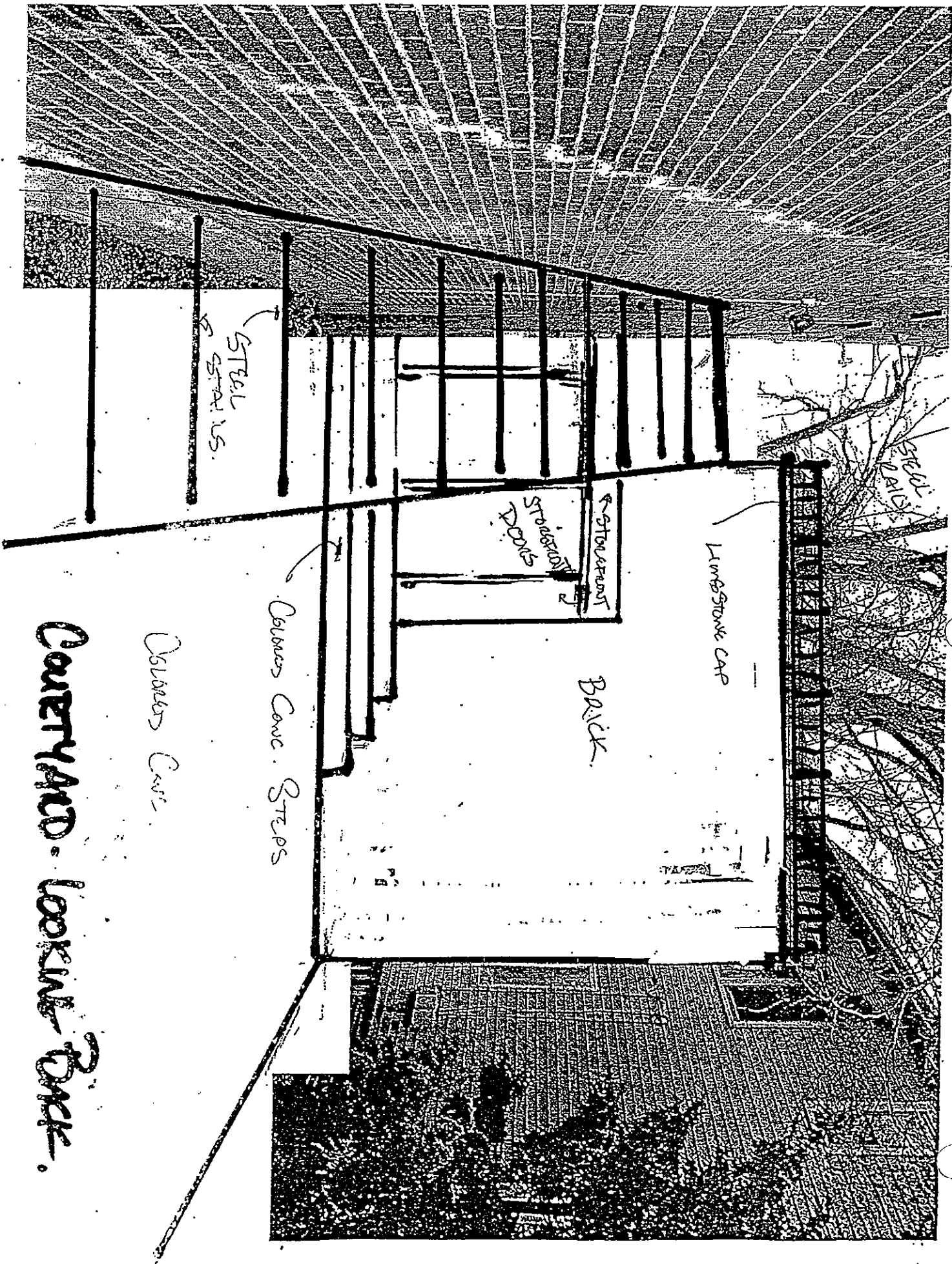
STREET





Good Conc.

Courtyard - Looking @ Street



STEEL RAIL

PRECAST
CORING

SPLIT SPACES. CMU.

STAFF THE CHAIR

肉

EXHIBIT B

LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

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