

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)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : April 13, 2021 (BOT) Date: April 15, 2021

SUBJECT: Downtown Improvement & Renovation Grant; 229 W. St. Charles
Road (Rebel Restaurant and Bar)

SUBMITTED BY: William J. Heniff, AICP, Director of Community Development

BACKGROUND/POLICY IMPLICATIONS:

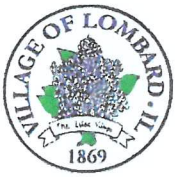
The Community Development Department received an application for the Downtown Improvement and Renovation Grant Program (also known as the Façade Grant Program) for Rebel Restaurant and Bar located at 229 W. St. Charles Road. The applicant is seeking to install exterior improvements consisting of a new patio, new front façade, and new signage. The patio area would be regraded to be one level and allow for outdoor seating.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director _____ Date _____
Village Manager _____ Date _____

NOTE: All materials must be submitted to and approved by the Village
Manager's Office by 12:00 noon, Wednesday, prior to the
agenda distribution.



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development 

MEETING DATE: April 15, 2021

SUBJECT: **Downtown Improvement & Renovation Grant; 229 W. St. Charles Road (Rebel Restaurant + Bar)**

Please find the following items for Village Board consideration as part of the April 15, 2021 Board meeting:

1. Economic and Community Development Committee (ECDC) memo; and
2. A Resolution Approving a Downtown Improvement and Renovation Grant for the Property Commonly Known As 229 W. St. Charles Road.

The Community Development Department received an application for the Downtown Improvement and Renovation Grant Program (also known as the Facade Grant Program) for 229 W. St. Charles Road, formally occupied as the Praga and Bon-Ton establishments. The Applicants are seeking to install a new patio, new sign, and update the front facade. The property is located in the Downtown TIF. The total cost of project is \$54,855 and is grant eligible up to \$27,427.50 (up to 50% of the eligible project costs; not to exceed \$50,000, unless specifically approved by the Village Board).

The ECDC recommended approval of this grant request by a unanimous vote. Please place the attached Resolution on the April 15, 2021 Board of Trustees agenda for approval.



MEMORANDUM

TO: Trustee Puccio, Chairperson
Economic and Community Development Committee

FROM: Jennifer Ganser, AICP, Assistant Director of Community Development JG

MEETING DATE: April 12, 2021

SUBJECT: Downtown Improvement & Renovation Grant; 229 W. St. Charles Road (Rebel Restaurant and Bar)

The Community Development Department received an application for the Downtown Improvement and Renovation Grant Program (also known as the Façade Grant Program) for Rebel Restaurant and Bar located at 229 W. St. Charles Road. The applicant is seeking to install exterior improvements: new patio, new front façade, and new signage. The patio area would be regraded to be one level and allow for outdoor seating. The front façade will be painted gray with black trim to distinguish the restaurant from the other businesses in the center. Last, a new sign will be installed. The metal sign will be placed on the cedar planks. The sign will be illuminated by associated goose neck lighting per the rendering. The gooseneck lighting is not part of the grant application.

The property is located in the Downtown TIF. The total cost of project is \$54,855 and is grant eligible up to \$27,427.50 (up to 50% of the eligible project costs; not to exceed \$50,000, unless specifically approved by the Village Board).

Rebel Restaurant and Bar leased the property at 229 W. St. Charles Road. It is currently vacant, formally occupied by Praga. In 2007, Praga received a Restaurant Forgivable loan of \$100,000 for interior improvements. Rebel Restaurant and Bar are not seeking any funds through the Restaurant Forgivable Loan program.

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. Recommendations include updated signage, gooseneck lighting, outdoor dining and keeping with the character of downtown Lombard. This project is consistent with the Guidebook and will assist in downtown revitalization efforts.

GRANT REQUEST ELEMENTS

<u>Patio Contractor</u>	<u>Price Quote</u>
MAGG Facility Maintenance, Inc.	\$42,852
Elliot Construction	\$49,930
Xclusive Concrete	\$38,055

<u>Façade/Paint Contractor</u>	<u>Price Quote</u>
Vantage Construction & Remodeling LLC	\$8,000
A&K Construction Renovation	\$8,500
JAD Exteriors	\$21,500

<u>Sign Contractor</u>	<u>Price Quote</u>
Sign Identity	\$12,789
Milk Design	\$8,800
Seaton Scarff Studio, LLC	\$9,599

The applicant has submitted three bids for each the proposed work items. Based on the lowest bids the applicant is eligible to receive up to **\$27,427.50**.

The applicant discussed the sign quotes with staff and noted they may try to obtain additional quotes. Staff is recommending including the signage in this request with a cap of a grant amount of \$4,400 for the sign. Should the applicant use a sign company that charges less for the sign the grant amount will be lowered. Should the sign design substantially change, the applicant will need to go back to the ECDC with the new design. The applicant does not foresee this occurring. The sign will need to meet the Village’s Sign Code for the B5 downtown zoning district.

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. The improvements would create an aesthetic enhancement for the corridor.

COMMITTEE ACTION REQUESTED

This item is being placed on the April 12, 2021 ECDC agenda for consideration. Staff recommends that the ECDC recommend approval to the Village Board of the requested Downtown Renovation and Improvement Grant for the property and tenant space at 229 W. St. Charles Road up to **\$27,427.50**. Said recommendation is subject to the following conditions:

April 12, 2021
229 W. St. Charles Road
Page 3

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

April 12, 2021
229 W. St. Charles Road
Page 4

Proposed Rendering, supplied by applicant



**DOWNTOWN IMPROVEMENT AND RENOVATION GRANT
PROGRAM PRE-APPLICATION**

1. A. Building Address and Description: 125 09 W St - Charles A. Long 6042

B. Property Identification Number: 06-07-001-0001

C. Legal Description of Property: SEE ATTACHED

2. A. Owners Name: DAVE FULLER

B. Owners Address: P.O. Box 125 09 W St IL 6042

C. Phone (day time): (312) 321-1111

3. Current Tenant, Building Address, Lease Terms, and Description of Business: (use additional paper if necessary)

A. YOUTH FOUNDATION LEASE FOR OFFICE RECEPTION CENTER
FIRST FLOOR 125 09 W ST

B. _____

C. _____

4. Proposed Improvements and Renovations: patio Demo/Renovation
facade painting / facade signage / patio railing

5. Plans/Drawings prepared by:

A. Name: _____

B. Address: _____

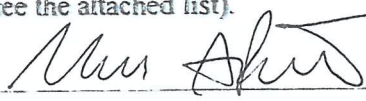
C. Phone (day time): _____

D. Estimated Cost of the Improvement and Renovation: \$ 62,000

patio 40 K
facade 10 K
signage 10 K
permits 2 K

6. Statement of Understanding.

- A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Downtown Improvement and Renovation Grant Program and the specific design recommendation 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) 3/22/21

Property Owner Signature  (Date) 2/18/21

Return application to:

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

LEGAL DESCRIPTION

20303123

Borrower / Client HARRIS, Dan
Property Address 225 St. Charles Road
City Lombard County DuPage State IL Zip Code 60148
Lender Harris Bank - Roselle

LOTS 4, 5, 6, 7, AND THAT PART OF LOT 8 LYING EAST OF ELIZABETH STREET, (EXCEPTING FROM SAID LOTS THOSE PARTS THEREOF CONVEYED TO CHICAGO AND NORTH WESTERN RAILROAD COMPANY AS DEED RECORDED AS DOCUMENT 89176) IN THE SUBDIVISION (BY JOSIAH L. LOMBARD) OF LOT 10 IN THE TOWN OF LOMBARD DU PAGE COUNTY, ILLINOIS IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.



PLANS / Project Description

* Patio - Full Demolition of existing patio and create a beautiful courtyard dining experience. Add limited railings around partial patio for security and safety.

* Sign - Wood cladding background with restaurant name "3D" in front, also sign illumination.

* Facade - Removing existing archways. Painting facade for a more contemporary look, beautifying the building front to create a more inviting and "free standing" look.

Patio	40,000
Facade	10,000
Sign	10,000
Railing	2,000
	<hr/>
	\$ 62,000

MAGG Facility Maintenance, Inc.

1201 N. 31st, Ave UNIT C, Melrose Park, IL 60160

PH: (708) 345-7800 / FAX: (708) 345-7809

www.MAGGUSA.com

MARCH 25, 2021

PROPOSAL

JOB LOCATION:

229 W. St. Charles Rd.
Lombard, IL 60148

Attn: Marc Pinto
Marcpinto@sbcglobal.net

After reviewing the site known as 229 W. St. Charles Rd. Lombard, IL, we propose to furnish all labor, material, equipment and supervision necessary to complete work as per the following specifications:

SCOPE OF WORK: Concrete

- Demo designated concrete patio area measuring approx. 105' x 24' including raised area next to side walk
 - Excavate to bring grade down to existing level, install single walk down area/ concrete stairs
 - Removal and disposal of trees to be done by others
 - All spoils hauled away and disposed of off-site
 - Grade and compact stone, install 6x6x10 wire, pour concrete up to depth of 5"
 - Construct concrete retaining wall measuring approx. 90' x 3' x 8"
 - Install control joints as necessary, broom finish
-

The above work can be completed for a sum of\$42,852.00

INSURANCE:

- ✓ We are fully covered by workman's compensation, public liability and property damage insurance.

NOTES:

- ✓ Permits/ Permit fees not included
- ✓ All proposed work dependent on village approval
- ✓ Work based on normal working hours, M-F
- ✓ Not responsible for any existing violations
- ✓ Not responsible for cracking, settling or ponding water
- ✓ No plumbing/ underground/ drain tile included
- ✓ No electric included
- ✓ No Fencing or railing included

-
- ✓ **Terms: Payable upon completion of the work.** The above prices, specifications and conditions are accepted. You are authorized for work to be performed as specified. The customer, by his signature below, agrees to pay any cost of collection. Includes any and all court cost and reasonable attorney's fees. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. This contract can only be cancelled by written notice. No adjustments or replacements will be made until the agreed contract is paid in full. There will be a 2% per month finance charge if unpaid one month from the closing dated of the statement. This is an annual rate of 24%. If contract is not signed within 30 days of the above date, price is subject to change. This contract has been consummated in the Village of Melrose Park, County of Cook, and State of Illinois.
-

I, the undersigned attest that I am a dully-authorized agent and have full power to sign on behalf of my company and agree with all the terms and conditions of the above agreement.

ACCEPTANCE:

Michael Giordano Jr.
President
MAGG Facility Maintenance, Inc.

Authorized Signature

NAME: _____

TITLE: _____

Signature: *Michael A. Giordano Jr.*

Signature: _____

Date: 3-25-2021

Date: _____



ELLIOT
Construction
CORPORATION

Excellence in Concrete Construction Since 1955

Joe Marino

Via Email

March 17, 2021

Rebel K n B

Lombard, IL

Drawings Dated – Site Visit

Joe,

We agree to supply the material and labor necessary to complete the concrete construction as shown on the above plans and specifications for the sum of **Forty Thousand Six Hundred Fifty Dollars and 00/100 (\$40,650.00)**.

This figure includes:

- Remove existing concrete floor and planter walls
- Remove dirt under raised concrete slab
- Furnish and Install stone base
- Pour new concrete slab and stairs pitching toward drains
- Supply expansion paper around slab edge

This figure DOES NOT include: replacement of pavers in case alternate pricing is taken

- Alternate pricing to remove paver curb and replace with 24" tall retaining wall at 8" thick = \$9,280.00

(ACCEPTED)

DATE

Todd Bylsma, Estimator
ELLIOT CONSTRUCTION CORP.

Xclusive Concrete
 1251 Redeker Road
 Des Plaines, IL 60016

Estimate

Date	Estimate #
3/26/2021	1672

Name / Address
Marc Pinto Lombard Shopping Center 229 W. St. Charles Rd Lombard, IL 60148

Project

Description	Qty	Rate	U/M	Total
Concrete Patio 24x90=2,160SF Demo and haul away of concrete patio including raised area next to sidewalk and replace with new concrete as to plans. Excavate to bring down grade to existing level.	2,160	15.50926		33,500.00
New retaining wall to retain the city brick walkway of 90LF Drop elevation 26: for stone & concrete.	90	50.61111		4,555.00
		0.00		0.00
If Xclusive Concrete obtains permits there will be an additional permit fee charge plus the cost of permits from the Village. This will be added onto the invoice once the project starts. A 50% deposit is due the day the proposal is signed by customer and remaining balance is due upon completion.				
			Total	\$38,055.00



1045 Aster Ln
 West Chicago, IL, 60185
 Vlad Germanovich
 info@vcrllc.net
 www.vcrllc.net
 630 201 6010



Vantage Construction & Remodeling LLC

Estimate

For: Joe Marino
 jam@rebelknb.com
 229 W Saint Charles Rd
 Lombard, IL, 60148

Estimate No: 7337
 Date: 03/27/2021

Ship To: 229 W Saint Charles Rd
 Lombard, IL, 60148

Tracking No:
 Ship Via:
 Free Shipping

Code	Description	Quantity	Rate	Amount
	229 W Saint Charles Rd. Lombard IL Joe Marin Provides: Permits, water, electricity, dumpsters.	1	\$0.00	\$0.00
	Vantage will perform labor and will provide materials and equipment. Remove all half round trim, apply new basecoat with fiber mash at entire wall areas 50'x16', apply one coat of colored acrylic finish. Side existing EPS trim will be refinished with new acrylic colored finish coat. New caulking included in all EIFS areas. Remove all existing cultured stone at the walls and place debris in provided dumpster, clean existing wall of the mortar, apply two coats of paint at brick wall.	1	\$8,000.00	\$8,000.00

Payment Details

A 35% deposit of \$2,800.00 is required by 03/27/2021.

Subtotal	\$8,000.00
TAX 0%	\$0.00
Shipping	\$0.00
Total	\$8,000.00

Total \$8,000.00

Pay Now

Deposit due 03/27/2021 \$2,800.00



Comments

Winter conditions not included, but are an extra 15% of original contract. Final payment is due upon substantial completion of the work performed.

In the event the customer fails to pay Vantage Construction & Remodeling LLC ("VCR") any payments when due, the customer will pay VCR interest on the amount

due at a rate of 2% per month or the highest rate permitted by law, whichever is lesser and VCR's reasonable attorney's fees, expert witness fees, deposition &

transcript fees, and the cost of suit. All changes to this agreement shall be by written change order, signed by both parties in advance of the start of the work noted in

change order. This agreement represents entire agreement between the parties and may not be modified except in writing signed by both parties. The customer

warrants that VCR has made no representation or promise other than contained herein. The customer waives any rights to a jury trial and consents to jurisdiction and

venue at VCR election in the county in which work is performed or any adjacent county. Work will be completed as specified in a workmanlike manner to

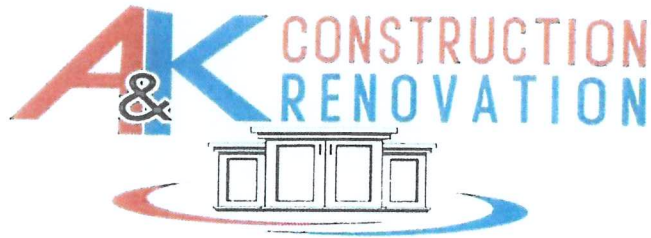
standard practices.

Vantage Construction & Remodeling, LLC.

Acceptance of Proposal: The above prices, specifications and conditions are hereby accepted.

Signature: _____

Date: _____



2254 Driftwood Ln.
 Hanover Park, Illinois 60133
 Mobile (630)-401-2844

Client Name/ Address	
Rebel Kitchen & Bar C: (773)-814-1928	229 W. St. Charles Rd. Lombard, IL 60148

Estimate	
Date	Estimate #
3/24/2021	338

Description	Qty	Rate	Total
<u>EIFS REPAIR</u>	2	\$ 6,900.00	\$ 6,900.00
1) Remove and dispose window/door EPS half round arch trim band. 2) Using a disk grinder, remove the first layer of finish coat exposing the reinforced base coat around damage areas. 3) Apply base coat with reinforcing mesh to the damage area to a depth of 1/8" below the existing base coat surface. 4) Apply finish coat over the patched area to match the surrounding finish. 5) Re-surface entire wall 50'x16' with base coat and new fine sand finish coat. *Color and texture approved by the owner.			
<u>CAULKING WINDOWS & DOORS</u>	1	\$ -	\$ -
1) Brush surface clean, wipe down window/door frames with cleaning solution to remove surface contamination. 2) Install new backer rod and/ or bond breaker tape as needed. 3) Caulk, seal perimeter of window/door. Use manufacturer approved sealant.			
<u>CAULKING ATTACHMENTS & PENETRATIONS, DISSIMILAR MATERIALS, EXPANSION JOINTS</u>	∞	\$ -	\$ -
1) Remove & dispose existing sealant. 2) Brush surface clean to remove surface contamination. 3) Install new backer rod and/ or bond breaker tape as needed. 4) Caulk, seal using manufacturer approved sealant.			
<u>PAINTING & STONE VENEER REMOVAL</u>	∞	\$ 1,600.00	\$ 1,600.00
1) Remove & dispose existing stone veneer. 2) Paint brick & EIFS trim band with Pro Industrial Acrylic Coating. *Color approved by the owner.			

A&K Construction Renovation Inc. proposes to furnish all materials, labor, supplies, equipment, insurance, and supervision that is necessary to perform the described work in accordance with the manufacturer's specification. Please be advise that preceding quotation serves as a written proposal and contract document.

*This proposal does not include any cost for Permit/License fees, replacing of damaged framing, windows, doors, correction of hidden defects or any additional work not mentioned in the estimate (if required).

* Signature of acceptance constitutes a contract.

Warranty: A&K Construction Renovation Inc. warrants that the work performed will be free from defects in workmanship, errors and omissions for a period of (4) years from the date of substantial completion (except bird damages & cracking).

Discount:	\$	-
Tax:	\$	-

Accepted:

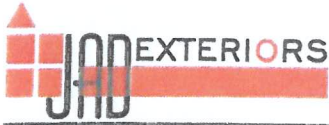
Total:	\$	8,500.00
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AWCI # : 1269620

Email: kmaslon.arts@gmail.com

Payment Terms: 50% DUE WHEN PROJECT IS APPROVED AND BALANCE DUE UPON COMPLETION.



2211 W. Curtiss Street
 Downers Grove, IL 60515
 Phone: 708-343-9477
 www.jadexteriors.com

Estimate

Date	Estimate #
3/27/2021	21-0632

Rebel Kitchen Plus Bar
 Joe Marino
 229 W St Charles Rd
 Lombard, IL. 60148

Rep	Project	Lead Source
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Description	Qty	Cost	Total
Remove the two front Arched trim bands (EIFS) above windows. Install new Foam, base-coat and mesh. Re-skim and refinish front approx 60 in length to next owners unit. Rework existing trim band from the door height to grade. Lift to access work area and or scaffolding	1	14,505.00	14,505.00
	1	3,120.00	3,120.00
Caulk, seal perimeter of EIFS windows and doors in area to be worked. Price includes removing existing caulking, brushing surface clean, wiping down window and door frames with cleaning solution to remove surface contamination. Apply new caulking / sealant using backer-rod and sealant joint or bond breaker tape. Use manufacturer approved sealant Dow Silicone	1	1,120.00	1,120.00
Properly seal all openings, penetrations, light fixtures, dissimilar materials where EIFS meets brick. Price includes removing existing caulking, brushing surface clean, and cleaning surface of contamination. Use manufacturer approved sealant.	1	635.00	635.00
Remove stone veneer from lower areas and dispose of materials. Paint the lower brick areas with two coats of Acrylic paint. Removal of the stone may cause damage to the underlying brick. The adhesive used to attach the stone veneer may not come full off or may damage brick. Repair of this is not included in our base bid.	1	2,120.00	2,120.00
Accepted:	Total		\$21,500.00

PAYMENT TERMS: 50% due at start of job, final 50% due upon completion.

Accepting this proposal confirms that you have also received a copy of "Know Your Rights" consumer rights acknowledgement form



415 Taft Avenue • Glen Ellyn, IL 60137-6214

630-942-1400

www.signidentity.com

Date 4/1/2021

Quote # Q2103050

Quote To:

Ship To

Rebel Kitchen & Bar
229 W. St. Charles Rd.
Lombard, IL 60148

P.O. No.	Terms	Due Date	Project	Rep
	50% deposit, bal. at completion	4/1/2021		

Qty	Item	Description	Price Each	Total
1	Letters	Custom cut flat cut aluminum letters and bars, per spec, painted black, stud mount with spacers. Installed on fascia of building as shown. Total square footage of sign 98 s.f. Production on sign begins with 50% deposit, signed approval from client, landlord and receipt of sign permit from the Village of Lombard.	12,639.00	12,639.00
1	Permit	Custom cut aluminum 1" deep letters, 46" high "R", 14" high EBEL; 8" high Kitchen & Bar. 1" deep aluminum bars 3" high, 4 ea, 84" long, 2 ea. 78" long. Installed on building. Village of Lombard sign permit, application and processing (actual cost billed on final invoice)	150.00	150.00

Subtotal	\$12,789.00
TOTAL	\$12,789.00

A 50% deposit is required to start production, credit card charges of \$500 or more, a 2% service fee will be added to the order. Production will begin after receipt of a signed proof and deposit. Customer will be allowed two proof changes with original design, all changes beyond that are charged at \$75.00 per hour. Final payment is due upon receipt of invoice at delivery. If account becomes delinquent, customer will be responsible for all legal, court and collection fees associated with collection of all unpaid invoices. All designs, proofs and drawings are the property of Sign Identity, Inc. until paid for by client.

Approved:

m i l k design

14150 S. WESTERN AVENUE POSEN, IL 60469 P.3125636455 F.3125636456
WWW.MILKDESIGN.NET INFO@MILKDESIGN.NET

4/1/2021

Marc Pinto / Joe Mareno
Rebel Kitchen and Bar
Lombard IL

RE: Building Signage

MILKproject: 1- 5309

Proposal Based on photos and shop meeting March 17, 2021.

Dear Mr.'s. Pinto and Mareno,

Thank you for the opportunity to provide an estimate for this project. As priced, *excludes permits.*

Scope of Work:

- Site visit and survey
- Fabrication of one sign measuring 14'-0" wide by 7'-0" tall
- Sign to have metal tube frame 1.5" x 4" with .75" tube skeleton for additional wood support
- Tube sidewalls to contain angle clips for 1" x 4" cedar boards
- High definition plasma cut logo with 6'-0" letters in custom font provided by Rebel.
- All material to be sandblasted and coated with a corotech urethane paint system - color TBD.
- Lighting BY OTHERS
- Installation is optional
- A drawing will be provided for sign-off prior to fabrication.

Lead time 8 weeks

TERMS _____ 1/2 down, balance upon completion

Total with Install \$8,880.

Please review this estimate and advise with any questions.

Very truly yours,

Joe Colosi



Seaton Scarff Studio, LLC.

4/1/2021

Rebel Kitchen and Bar
Lombard IL

SIGN PROPOSAL

We hereby propose the following:

One sign 14'x7' with metal frame filled with cedar horizontal with space between. Rebel cut out and mounted on face. Lit with LED. Installation included

Sign includes installation. Electric by others. Permits by others

Total \$ 9599.

Please sign and return with a deposit to begin work

By _____ date _____

Print name _____

RESOLUTION
R _____

**A RESOLUTION APPROVING A DOWNTOWN IMPROVEMENT AND
RENOVATION GRANT FOR THE PROPERTY COMMONLY KNOWN AS
229 W. ST. CHARLES ROAD**

WHEREAS, the Village disburses funds for the Downtown Improvement and Renovation Grant Program (the “Program”) under the authority of the Village Board of Trustees, and will provide monetary grants to qualified property owners in the Lombard Tax Increment Financing (TIF) Downtown District to enhance and improve buildings and parking areas; and,

WHEREAS, Rebel Kitchen + Bar LLC, signed by Joseph Marino (the “Applicant”), wish to participate in this Program for façade renovations to the building (the “Project”) located at 229 W. St. Charles Road, Lombard, Illinois (the “Subject Property”) and,

WHEREAS, Daniel and Virginia Harris are the owners of 229 W. St. Charles Road, Lombard, Illinois; and,

WHEREAS, the Project shall consist of those renovations to the façade of the building on the Subject Property as set forth on Exhibit “A” attached hereto and made part hereof; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village shall provide the Applicant a grant of up to twenty-seven thousand and four hundred and twenty-seven and 50/100 dollars (\$27,427.50), pursuant to the Program (the “Grant”). Such grant funds shall be available to the Applicant upon the authorization of the Village’s Director of Community Development, after receipt of satisfactory evidence that the project components have been completed, and that the Applicant have paid all invoices for labor and materials in connection therewith.

SECTION 2: The Applicant, as well as any subsequent business or property owner, will perform the following obligations in connection with the Project:

1. Permits shall be applied for and received. Any required inspections shall pass.
2. Work shall be complete one year from the date of approval.

Resolution No. _____
229 W. St. Charles Road

3. Before the grant can be paid out, Rebel Restaurant + Bar shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form.

SECTION 3: The Applicant, and any subsequent business or property owner, shall be required to maintain the Property in accordance with all Village codes and ordinances, and obtain any and all necessary licenses and permits required relative thereto.

SECTION 4: That the Downtown Improvement and Renovation Grant Program Agreement, relative to the Project, attached hereto as Exhibit "B" and made part hereof is hereby approved (the "Agreement")

SECTION 5: The Village may terminate the Agreement if the Applicant, or any subsequent business or property owner, fails to comply with any of the terms of the Agreement. In the event of termination, the Applicant shall be required to repay any amount of the Grant disbursed.

SECTION 6: That the Village President and Village Clerk are hereby authorized and directed to sign, on behalf of the Village of Lombard, the Agreement attached hereto as Exhibit "B".

Adopted this ____ day of _____, 2021.

Ayes: _____

Nays: _____

Absent: _____

Approved this ____ day of _____, 2021.

Keith T. Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

Resolution No. _____
229 W. St. Charles Road

EXHIBIT A
Legal Description

LOTS 4, 5, 6, 7, AND THAT PART OF THE LOT 8 LYING EAST OF ELIZABETH STREET, (EXCEPTING FROM SAID LOTS THOSE PARTS THEREOF CONVEYED TO CHICAGO AND NORTH WESTERN RAILROAD COMPANY BO DEED RECORDED AS DOCUMENT 89576) IN THE SUBDIVISION (BY JOSIAH L. LOMBARD) OF OUT LOT 10 IN THE TOWN OF LOMBARD DUPAGE COUNTY, ILLINOIS IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-209-020

ADDRESS: 229 W. ST. CHARLES ROAD

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229 W. St. Charles Road

EXHIBIT B

**DOWNTOWN IMPROVEMENT AND RENOVATION GRANT PROGRAM
AGREEMENT**

This Agreement is entered into this fifteenth day of April, 2021, by and between the Village of Lombard, Illinois, (hereinafter referred to as the "Village"), and Rebel Kitchen + Bar LLC, signed by Joseph Marino (hereinafter referred to as "Applicant") doing business at 229 W. St. Charles Road, Lombard, Illinois (said location being legally described on Exhibit "1" attached hereto and made part hereof – hereinafter referred to as the "Subject Property"), with personal property being secured at 229 W. St. Charles Road, Lombard, Illinois. The Village and the Applicant are sometimes referred to herein collectively as the "Parties."

WITNESSETH

WHEREAS, the Village, pursuant to Sections 36.30 through 36.36 of the Lombard Village Code, has established a Downtown Improvement and Renovation Grant Program (hereinafter referred to as the "Program") and, as such, will provide grants to qualified business owners and property owners in the Eligible TIF Districts (as said term is defined in Section 36.31 of the Lombard Village Code) for exterior renovations; and

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

WHEREAS, exterior renovations are desirable within the Central Business District and contribute to an economically strong Central Business District; a commercial area where the image, appearance, and environment encourage the attraction of shoppers; and

WHEREAS, the Applicant wish to participate in this Program for proposed exterior renovations to be located at 229 W. St. Charles Road, Lombard, Illinois; Program Application No.: **21-01**; with said exterior renovations being more specifically described in Exhibit "2" attached hereto and made part hereof (hereinafter referred to as the "Project");

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

SECTION 1: The Village shall provide the Applicant with a grant under the Program in an amount not to exceed twenty-seven thousand and four hundred and twenty-seven and 50/100 dollars (\$27,427.50), (hereinafter referred to as the "Grant"). Such Grant shall be available to the Applicant upon the authorization of the Village's Director of Community Development, and after the Applicant has constructed the

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Project, and complied with the provisions of this Agreement and Sections 36.30 through 36.36 of the Lombard Village Code, as well as paid for the Project. The maximum amount of the Grant, as set forth above, is based upon the Applicant expending no less than fifty-four thousand, eight hundred and fifty-five and 00/100 dollars (\$54,855.00) in relation to the Project. In the event that the Applicant's expenditures for the Project are less, the Grant shall be reduced such that the maximum amount of the Grant shall not exceed fifty percent (50%) of the amount expended by the Applicant in relation to the Project.

SECTION 2: The Applicant shall undertake the following in connection with the Project:

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

SECTION 3: Upon completion of the Project, the Applicant shall maintain the Subject Property and the business located thereon in accordance with all applicable federal, state and local laws, rules and regulations.

SECTION 4: The Applicant hereby consent to the recording of this Agreement to serve as notice to future purchasers, assigns, estate representatives, mortgagees, and all other interested persons of the conditions outlined in this Agreement.

SECTION 5: In the event the Village terminates this Agreement as a result of the Applicant failing to comply with any of the terms of this Agreement, the Applicant shall be required to repay any amount of the Grant that has been disbursed by the Village.

SECTION 6: This Agreement shall be binding upon the successors and assigns of the Parties hereto.

VILLAGE OF LOMBARD

By: Keith T. Giagnorio, Village President

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229 W. St. Charles Road

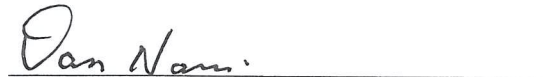
Attest: Sharon Kuderna, Village Clerk

APPLICANT



Joe Marino

Property owner



Dan Harris

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229 W. St. Charles Road

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith T. Giagnorio, personally known to me to be the President of the Village of Lombard, and Sharon Kuderna, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2021.

Commission expires _____, 20____.

Notary Public


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229 W. St. Charles Road

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

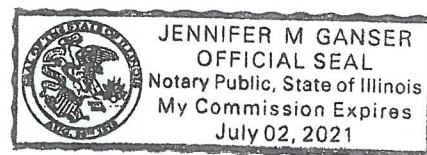
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that Joe Marino, personally known to me to be the same person
whose names are subscribed to the foregoing instrument, appeared before me this day in
person and severally acknowledged that they signed and delivered the said instrument, as
their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 13 day of April, 2021.

Commission expires July 2, 2021.



Notary Public




Resolution No. _____
229 W. St. Charles Road

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 Dan Harris, personally known to me to be the same person
whose names are subscribed to the foregoing instrument, appeared before me this day in
person and severally acknowledged that they signed and delivered the said instrument, as
their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 13 day of April, 2021.

Commission expires July 2, 2021.


Notary Public



Resolution No. _____
229 W. St. Charles Road

EXHIBIT 1
Legal Description

LOTS 4, 5, 6, 7, AND THAT PART OF THE LOT 8 LYING EAST OF ELIZABETH STREET, (EXCEPTING FROM SAID LOTS THOSE PARTS THEREOF CONVEYED TO CHICAGO AND NORTH WESTERN RAILROAD COMPANY BO DEED RECORDED AS DOCUMENT 89576) IN THE SUBDIVISION (BY JOSIAH L. LOMBARD) OF OUT LOT 10 IN THE TOWN OF LOMBARD DUPAGE COUNTY, ILLINOIS IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

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ADDRESS: 229 W. ST. CHARLES ROAD

Resolution No. _____
229 W. St. Charles Road

EXHIBIT 2

The Community Development Department retains a copy of the submittal to the Economic and Community Development Committee. This submittal includes contractor's quotes and a description of the work to be completed. The Applicant propose to install a new patio, new sign, and façade improvements. The patio area would be regraded to be one level and allow for outdoor seating. The front façade will be painted gray with black trim to distinguish the restaurant from the other businesses in the center. Last, a new sign will be installed. The metal sign will be placed on the cedar planks. The sign will be illuminated by associated goose neck lighting (not part of the grant request) per the rendering.

The total cost of project is \$54,855 and is grant eligible up to \$27,427.50.