

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: October 25, 2005 (B of T) Date: November 3, 2005

TITLE: Downtown Retail Business Grant - 104 W. St. Charles Road (Brix WoodFired Pizza)

SUBMITTED BY: The Economic and Community Development Committee through the Department of
Community Development *[Signature]*

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 authorizing the signatures of Village Manager and Director of Community Development on an Agreement approving a Downtown Retail Business Grant in an amount not to exceed \$20,000. (DISTRICT #1)

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

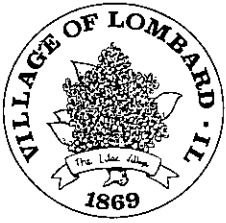
Please place this item on the November 3, 2005 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X *W. T. Lichter* _____ Date *10/26/05*

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: William T. Lichter, Village Manager

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

DATE: October 25, 2005

SUBJECT: Downtown Retail Business Grant; 104 W. St. Charles Road *DeH*

BACKGROUND

The Community Development Department has received an application for the Downtown Retail Business Grant Program for Brix WoodFired Pizza, to be located at 104 W. St. Charles Road (most recently occupied by Today's Catch). The submitted plans are for renovation of the tenant space with a total estimated cost of \$85,000. The business owner is also completing plans for exterior signage and façade improvements that are not yet included in the estimated project cost. Once completed, the total cost of all improvements is estimated to be approximately \$150,000.

The applicant is eligible to receive up to \$20,000 from the Downtown Retail Business Grant program. Grants up to \$10,000 are approved administratively by the Economic and Community Development Committee. All grants above \$10,000 must be approved by the Village Board. On October 4 the Economic and Community Development Committee reviewed this request and unanimously recommended approval.

ACTION REQUESTED

Staff recommends that the Village Board approve a resolution authorizing signatures of the Village Manager and Director of Community Development on an Agreement authorizing the disbursement of funds from the Downtown Retail Business Grant Program in an amount not to exceed \$20,000 for the property located at 104 W. St. Charles Road.

RESOLUTION _____ 06

**A RESOLUTION AUTHORIZING SIGNATURES OF VILLAGE MANAGER
AND DIRECTOR OF COMMUNITY DEVELOPMENT ON AN AGREEMENT
AUTHORIZING THE REIMBURSEMENT OF FUNDS FOR A DOWNTOWN
RETAIL BUSINESS GRANT FOR THE PROPERTY LOCATED AT 104 W. ST.
CHARLES ROAD**

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

WHEREAS, Bill and Donna Wilson (hereinafter referred to as "Owner"), wishes to participate in the Program for renovation of the tenant space located at 104 W. St. Charles Road, Lombard, Illinois as Brix WoodFired Pizza (hereinafter referred to as the "Project"); and,

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

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

SECTION 1: That the Village shall provide Owner with a grant in an amount not to exceed \$20,000 pursuant to the Program (hereinafter referred to as the "Grant"). Such Grant shall be available to Owner upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the Project has been completed and Owner has paid all invoices for labor and materials in connection therewith.

SECTION 2: The Owner agrees that the Project will be performed in accordance with the submitted plans by Barker/Nestor Architecture + Design, dated September 14, 2005, attached as Exhibit "A" and made a part hereof, and the Business Plan and Project costs attached as Exhibit "B".

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

- a. Comply with all regulations and standards of the Program and all applicable building codes of the Village.

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

SECTION 4: The Owner agrees to maintain the business at 104 W. St. Charles Road in accordance with all Village codes and ordinances and agrees not to substantially change the use of the interior space of the building for which this Grant was received for a period of not less than three (3) years from the date of this Agreement.

SECTION 5: The Owner agrees that this Agreement may be duly recorded against the property located at 104 W. St. Charles Road to serve notice upon future purchasers, assigns, estate representatives, successors, mortgages, and all other interested persons of the conditions outlined in this Agreement.

SECTION 6: The Village may suspend or terminate this Agreement if the Owner fails to comply with any of the terms of this Agreement. In the event of suspension or termination, the Business Owner shall be required to repay any amount of the grant disbursed.

SECTION 7: That the Village Manager be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

Resolution No. _____

104 W. St. Charles Rd.

Page 3

SECTION 8: That the Director of Community Development be and hereby is authorized to attest said agreement as attached hereto.

Adopted this ____ day of _____, 2005.

Ayes: _____

Nayes: _____

Absent: _____

Approved this ____ day of _____, 2005.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

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

This Agreement, entered into this _____ day of _____, 20___, by and between the Village of Lombard, Illinois, (the "Village") and _____, doing business as a retail business at 104 W. St. Charles Road, Lombard, Illinois (the "Business Owner") with personal property being secured at _____.

WHEREAS, the Village is an agent for disbursement of funds for the Downtown Retail Business Grant Program under the authority of the Village Board of Trustees by their action of _____; and as such, will provide monetary forgivable loans to qualified business owners and property owners in the Eligible TIF Districts, for the conversion of storefront space into a retail establishment.

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

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

WHEREAS, the Business Owner wishes to participate in this program for a proposed restaurant to be located at 104 W. St. Charles Road, Lombard, Illinois. Restaurant Forgivable Loan Program Application No.: _____.

NOW, THEREFORE, the parties agree as follows:

1. The Village shall grant up to \$20,000 for which Business Owner qualifies pursuant to the Downtown Retail Business Grant Program. Such loan shall be available to Business Owner upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the project has been completed and Business Owner has paid all invoices for labor and materials in connection therewith. The maximum amounts of the loan identified in this paragraph are based upon the Business Owner's expending for the projects no less than the estimated costs of \$_____. In the event that Business Owner's expenditures for the project are less than said estimate, the loan shall be reduced by the same percentage as Business Owner's actual costs are less than the estimate.

2. The Business Owner agrees that the project will be performed in accordance with plans and written estimates approved by the Director of Community Development of the Village of Lombard, and attached hereto as Exhibit A and incorporated in this agreement.
3. The Business Owner will perform the following obligations in connection with the project;
 - a. Comply with all regulations and standards of the Village of Lombard Retail Business Grant Program and all applicable building codes.
 - b. Take all reasonable action to assure completion of the project within six months from the date of execution of this agreement. Failure to complete the project within six months from the date of execution of this agreement may result in forfeiture of the loan and termination of this agreement.
 - c. Allow inspection of the project by authorized employees of the Village to assure compliance with federal, state, and local regulations related to the loan, as well as compliance with applicable building codes.
 - d. Maintain and allow access to the financial records that pertain to the project by authorized employees of the Village. At a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks and partial and final waivers of liens shall be kept.
 - e. Submit copies of all final waivers of lien, canceled checks, and invoices related to the project to the Department of Community Development.
4. The Business Owner and any subsequent owner agrees to maintain the business in accordance with local codes
5. The Village may suspend or terminate this Agreement if the Business Owner fails to comply with any of the terms of this Agreement. In the event of suspension or termination, the Business Owner shall be required to repay any amount of the grant disbursed.

BUSINESS OWNER
(Lessee)

VILLAGE OF LOMBARD

By: _____

By: Village Manager _____

Address _____

City, State _____

By: Director of Community Development _____

PROPERTY OWNER

By: _____

Address _____

City, State _____