

**RESOLUTION**  
**R 37-15**

**A RESOLUTION APPROVING A DOWNTOWN RESTAURANT FORGIVABLE  
LOAN FOR THE PROPERTY COMMONLY KNOWN AS  
18 W. ST. CHARLES ROAD**

WHEREAS, the Village disburses funds for the Downtown Restaurant Forgivable Loan (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, John Dagnon (the "Applicant"), wish to participate in this Program for interior renovations to the building (the "Project") located at 18 W. St. Charles Road, Lombard, Illinois (the "Subject Property") and,

WHEREAS, the Owner of 18 W. St. Charles Road, Lombard, Illinois is Sndry Prpties 39-11 represented by Don & Irene Tuchscherer (the "Owner"); and,

WHEREAS, the Applicant is a tenant of 18 W. St. Charles Road, Lombard, Illinois; and,

WHEREAS, the Project shall consist of those renovations to the interior 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 grant of up to fifty-one thousand, three hundred and forty-eight and 63/100 dollars (\$51,348.63), pursuant to the Program (the "Grant"). Such monies 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:

- a. The project must comply with the Illinois Prevailing Wage Act.
- b. Permits must be applied for and received for all of the work.

- c. Before the grant can be paid out, Marquette Kitchen & Tap will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.

**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 Program Agreement, relative to the Project, attached hereto as Exhibit "B" and made part hereof is hereby approved (the "Agreement")

**SECTION 5:** The Owner agrees that this Agreement may be duly recorded against the property located at 18 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 terminate the Agreement if the Applicant or Owner, or any subsequent business or property owner, fails to comply with any of the terms of the Agreement. In the event of termination, the Owner shall be required to repay any amount of the Grant disbursed.

**SECTION 7:** 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 21<sup>st</sup> day of May, 2015.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

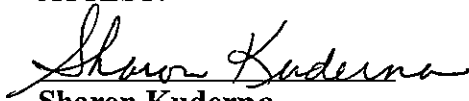
Nays: None

Absent: None

Approved this 21<sup>st</sup> day of May, 2015.

  
Keith T. Giagnorio  
Village President

ATTEST:

  
Sharon Kuderna  
Village Clerk

**EXHIBIT A**  
**Legal Description**

PARCEL 1:

THE WESTERLY 48.12 FEET (AS MEASURED ALONG ST. CHARLES ROAD) OF LOT 5 IN BLOCK 11 IN THE TOWN OF "LOMBARD", BEING A SUBDIVISION IN SECTION 5, 6, 7, 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE FULLY DESCRIBED BY COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE SOUTHERLY ON THE WESTERLY LINE OF LOT 5, 165.01 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5, WHICH IS THE NORTHERLY LINE OF ST. CHARLES ROAD, 48.12 TO A POINT IN THE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 5, 160.40 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 5; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5, 47.88 FEET TO THE PLACE OF THE BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1868, AS DOCUMENT 9483 IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-206-040

PARCEL 2:

A STRIP OF LAND 33.0 FEET IN WIDTH LYING NORTHERLY OF AND ADJOINING BETWEEN THE EASTERLY AND WESTERLY LINES EXTENDED NORTHERLY OF THAT PART OF LOT 5 IN BLOCK 11, AFORESAID, IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-206-039

## **EXHIBIT B**

### **DOWNTOWN RESTAURANT FORGIVABLE LOAN PROGRAM AGREEMENT**

This Agreement is entered into this twenty-first day of May, 2015, by and between the Village of Lombard, Illinois, (hereinafter referred to as the "Village"), John Dagnon (hereinafter referred to as "Applicant"), and Don and Irene Tuchscherer (hereinafter referred to as "Owner"), doing business at 18 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 18 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 36.50 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 grants 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 interior renovations; and

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

**WHEREAS**, interior 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 interior renovations to be located at 18 W. St. Charles Road, Lombard, Illinois; Program Application No.: **15-01**; with said interior 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 fifty-one thousand, three hundred and forty-eight and 63/100 dollars (\$51,348.63) (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 Project, and complied with the provisions of this Agreement and Sections 36.50 through 36.55 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 one hundred and fifty-four thousand, and forty-five and 90/100 dollars (\$154,045.90) 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 one third 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:

- a. The project must comply with the Illinois Prevailing Wage Act.
- b. Permits must be applied for and received for all of the work.
- c. Before the grant can be paid out, Marquette Kitchen & Tap will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.

**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 Property Owners 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.

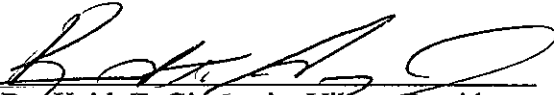
**SECTION 5:** The Property Owners hereby agrees to be bound by the lien conditions set forth in Section 36.55 of the Lombard Village code, including, but not limited to, the condition that, upon disbursement of the forgivable loan funds by the Village, no business, other than a restaurant may operate at 18 W. 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.

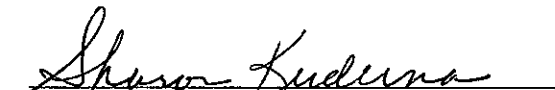
**SECTION 6:** In the event the Village terminates this Agreement as a result of the Applicant or Owner failing to comply with any of the terms of this Agreement, the Applicant or Owner shall be required to repay any amount of the forgivable loan that has been disbursed by the Village. In the event said amount is not repaid, the Village shall have the right to record a lien against the Subject Property for said amount.

**SECTION 7:** The Applicant and Owner agree 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 five (5) years from the date the Agreement was executed.

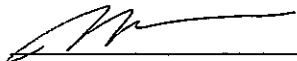
**SECTION 8:** This Agreement shall be binding upon the successors and assigns of the Parties hereto.

VILLAGE OF LOMBARD

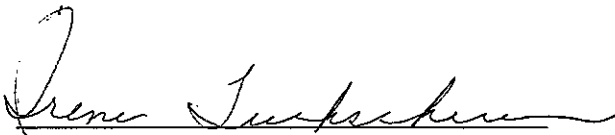
  
By: Keith T. Giagnorio, Village President

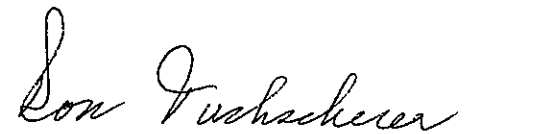
  
Attest: Sharon Kuderna, Village Clerk

APPLICANT

  
John Dagnon

OWNERS

  
Irene Tuchscherer

  
Don Tuchscherer

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 21<sup>st</sup> day of May, 2015.

Commission expires March 6, 2018.



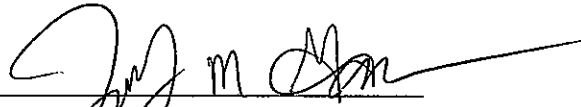
Karen I. Ellis  
Notary Public

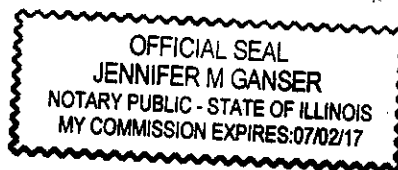
STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that John Dagnon, 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 20 day of May, 2015.

Commission expires July 2, 2017.

  
\_\_\_\_\_  
Notary Public



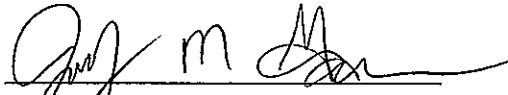


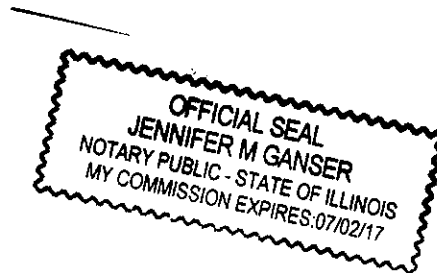
STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Irene and Don Tuchscherer, 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 20 day of May, 2015.

Commission expires July 2, 2017.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT 1**  
**Legal Description**

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## **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 proposes to install interior improvements: framing, electrical, plumbing, gas lines, HVAC, soundproofing, drywall, painting, flooring, and installation of restaurant items and doors.