









## MEMORANDUM

**TO:** Scott R. Niehaus, Village Manager

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

**MEETING DATE:** April 18, 2019

**SUBJECT:** **Downtown Restaurant Forgivable Loan; 116 S. Main Street, Rosemary and Jean's Restaurant**

Please find the following items for Village Board consideration as part of the April 18, 2019 Board meeting:

1. Economic and Community Development Committee (ECDC) memo; and
2. A Resolution Approving a Downtown Restaurant Forgivable Loan for the Property Commonly Known As 116 S. Main Street

The Community Development Department received an application for the Downtown Restaurant Forgivable Loan for 116 S. Main Street. The applicant is seeking to install interior improvements for a restaurant expansion. Restaurant expansions are eligible for the grant. The property is located in the Downtown TIF. The lowest contractor's bid is \$181,100 and is grant eligible up to \$61,866.67. A lien will be placed on the building in the amount of the forgivable loan. One tenth of the forgivable loan is forgiven for each full year that a restaurant is open.

The ECDC unanimously recommended approval of this request subject to conditions. Please place the attached Resolution approving the request on the April 18, 2019 Board of Trustees agenda.





**R E S O L U T I O N**  
**R \_\_\_\_\_**

**A RESOLUTION APPROVING A DOWNTOWN RESTAURANT FORGIVABLE  
LOAN FOR THE PROPERTY COMMONLY KNOWN AS  
116 S. MAIN STREET**

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

WHEREAS, Nine Six 96 LLC (Rosemary and Jeans restaurant), owned by Matthew and Tracy Nelson (the “Applicant”), desires to participate in this Program for interior renovations to the building (the “Project”) located at 116 S. Main Street Road, Lombard, Illinois (the “Subject Property”) and,

WHEREAS, the legal owner of record of 116 S. Main Street, Lombard, Illinois is Luxica Group (the “Owner”); and,

WHEREAS, the Applicant is a tenant of 116 S. Main Street, 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 with a grant of up to sixty-one thousand eight hundred sixty-six and 67/100 dollars (\$61,866.67), 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 has 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 must be applied for and received for applicable work.





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2. Before the grant can be paid out, the petitioner will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.

3. Work covered by the grant request must be complete within one year from the date of approval by the Village Board of Trustees.

**SECTION 3:** The Applicant, and any subsequent business or property owner, shall be required to maintain the subject 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:** That the Owner agrees that the Agreement may be duly recorded against the subject Property, to serve as notice upon future purchasers, assigns, estate representatives, mortgages, and all other interested persons of the conditions outlined in the 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 \_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to a roll call vote as follows:

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

ATTEST:





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Sharon Kuderna  
Village Clerk





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

PIN Number: 06-07-213-006

Common Address: 116 S. Main Street

**Legal Description:**

LOT 3 AND THE NORTH 25 FEET OF LOT 4 IN CAVERNO'S SUBDIVISION BEING A SUBDIVISION OF PART OF BLOCK 21 IN TOWN OF LOMBARD, A SUBDIVISION IN SECTIONS 5, 6, 7, 8, AND 18, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT SAID CAVERNO'S SUBDIVISION RECORDED MAY 17, 1912 AS DOCUMENT 108107, IN DUPAGE COUNTY ILLINOIS.



**EXHIBIT B**

**DOWNTOWN RESTAURANT FORGIVABLE LOAN PROGRAM AGREEMENT**

This Downtown Restaurant Forgivable Loan Program (hereinafter referred to as the “Agreement”) Agreement is entered into this 18<sup>th</sup> day of April, 2019, by and between the Village of Lombard, Illinois, (hereinafter referred to as the “Village”), Nine Six 96 LLC (Rosemary and Jeans restaurant), owned by Matthew and Tracy Nelson (hereinafter referred to as “Applicant”), and Luxica Group (hereinafter referred to as “Owner”), doing business at 116 S. Main Street, 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 116 S. Main Street, Lombard, Illinois. The Village, the Owner 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 desires to participate in the Program, for proposed interior renovations at the Subject Property; (Program Application No.: **19-02**); 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 sixty-one thousand eight hundred sixty-six and 67/100 dollars (\$61,866.67) (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, after the Applicant has constructed the Project, complied with the provisions of this Agreement and Sections 36.50 through 36.55 of the Lombard Village Code, and has 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 ninety one thousand and seven hundred and 00/100 dollars (\$191,700) 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 (1/3) 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. Permits must be applied for and received for applicable work.
- b. Before the grant can be paid out, the petitioner will submit a final receipt (showing the project is paid in full) and waivers of lien from the contractors.
- c. Work covered by the grant request must be complete within one year from the date of approval by the Village Board of Trustees.
- d.

**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 Owner hereby consents 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 Owner hereby agrees to be bound by the lien conditions set forth in Section 36.55 of the Lombard Village Code, which are incorporated herein by reference as if set forth in full herein, including, but not limited to, the condition that, upon disbursement of the Grant funds by the Village, no business, other than a restaurant, may operate at the subject Property 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 and/or Owner shall be required to repay any amount of the Grant that has been disbursed by the Village. In the event said amount is not repaid within thirty (30) days of the Village's written demand for repayment, interest shall accrue at a rate of two percent (2%) per month on the unpaid amount due until the amount due is paid in full, and the Village shall have the right to record a lien against the Subject Property for said amount, and foreclose upon said lien in the same manner as in regard to a mortgage.



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**SECTION 7:** The Applicant and Owner agree not to substantially change the use of the business or interior space for which the Grant was received for a period of not less than ten (10) 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

\_\_\_\_\_  
Nine Six 96 LLC (Member of the LLC Matthew Nelson)





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APPLICANT

\_\_\_\_\_  
Nine Six 96 LLC (Member of the LLC Tracy Nelson)

OWNER

\_\_\_\_\_  
Luxica Group



Resolution No. \_\_\_\_\_  
116 S. Main Street

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 \_\_\_\_\_, 2019.

Commission expires \_\_\_\_\_, 20\_\_\_\_.

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





Resolution No. \_\_\_\_\_  
116 S. Main Street

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 Matthew Nelson, personally known to me to be a manager of Nine Six 96 LLC and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument, as the free and voluntary act of said limited liability company and his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Commission expires \_\_\_\_\_, 20\_\_\_\_.

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



Resolution No. \_\_\_\_\_  
116 S. Main Street

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 Tracy Nelson, personally known to me to be a manager of Nine Six 96 LLC and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument, as the free and voluntary act of said limited liability company and his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Commission expires \_\_\_\_\_, 20\_\_\_\_.

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





Resolution No. \_\_\_\_\_  
116 S. Main Street

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 Frank LaGambina, personally known to me to be the owners of the subject Property, as referenced in the foregoing Agreement, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Commission expires \_\_\_\_\_, 20\_\_\_\_.

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



Resolution No. \_\_\_\_\_  
116 S. Main Street

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 Chris Czarnowski, personally known to me to be the owners of the subject Property, as referenced in the foregoing Agreement, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Commission expires \_\_\_\_\_, 20\_\_\_\_.

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



Resolution No. \_\_\_\_\_  
116 S. Main Street

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

PIN Number: 06-07-213-006

Common Address: 116 S. Main Street

Legal Description:

LOT 3 AND THE NORTH 25 FEET OF LOT 4 IN CAVERNO'S SUBDIVISION BEING A SUBDIVISION OF PART OF BLOCK 21 IN TOWN OF LOMBARD, A SUBDIVISION IN SECTIONS 5, 6, 7, 8, AND 18, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT SAID CAVERNO'S SUBDIVISION RECORDED MAY 17, 1912 AS DOCUMENT 108107, IN DUPAGE COUNTY ILLINOIS.





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116 S. Main Street

## **EXHIBIT 2**

The Village of Lombard Community Development Department retains a copy of the complete submittal to the Village. This submittal includes contractor's quotes and a description of the work to be completed as part of the Project. The Applicant proposes to install interior improvements for a restaurant expansion. Such improvements include, but are not limited to adding a commercial kitchen, plumbing, windows, and fire alarms.

