

**RESOLUTION
R 65-23**

**A RESOLUTION APPROVING A DOWNTOWN IMPROVEMENT AND
RENOVATION GRANT FOR THE PROPERTY COMMONLY KNOWN AS
16 SOUTH PARK AVENUE**

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, property owner Five Leaf Clover Realty LLC/Brendan Fitzharris (the "Applicant"), wish to participate in this Program for renovations to the property (the "Project") located at 16 S. Park Avenue, Lombard, Illinois (the "Subject Property") and,

WHEREAS, the Project shall consist of those renovations to the property 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 fifty thousand dollars (\$50,000), pursuant to the Program (the "Grant") for the proposed façade enhancements. 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 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 all work to be performed. Before any funds are released, the applicant must receive final inspection approvals from the Village.
2. Prior to the start of any applicable construction activity in which the applicant would be seeking grant funding, the applicant shall provide the Village with final contractor cost estimates for the project. The Village shall review the actual project quotes for reasonableness and completeness. If the Village deems the quotes to be

acceptable the Village will provide the applicant with a Notice to Proceed letter. If they are not deemed to be reasonable in the Village's sole discretion, the applicant can withdraw specific components of the grant from the project or seek additional quotes that are deemed by the Village to be reasonable.

3. Grant applicable work shall be completed within one year from the date of approval by the ECDC.
4. Before the grant can be paid out, the applicant shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form.
5. After the grant funds are paid, the applicant shall display the Village window sign acknowledging they received a grant.

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 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 7th day of December 2023.

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner

Nays: None


Absent: None

Approved by me this 7th day of December 2023.


Keith T. Giagnorio
Village President

Resolution No. R 65-23
16 S. Park Avenue

ATTEST:



Elizabeth Brezinski
Village Clerk

EXHIBIT A
Legal Description

THAT PART OF LOT 1 IN BLOCK 19 IN TOWN OF LOMBARD, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 1, 29.16 FEET, THE SAME BEING AT THE CENTER OF A BRICK WALL; THENCE SOUTHWESTERLY IN A STRAIGHT LINE THROUGH THE CENTER OF THE BRICK WALL TO THE WEST LINE OF SAID LOT AT A POINT 27.62 FEET NORTHERLY (AS MEASURED ALONG SAID WEST LINE) FROM THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT 1; 27.62 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 1, 1.21 CHAINS TO THE PLACE OF BEGINNING, 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, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1868 AS DOCUMENT 9483 IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-209-014

ADDRESS: 16 SOUTH PARK AVENUE, LOMBARD, IL

EXHIBIT B

**DOWNTOWN IMPROVEMENT AND RENOVATION GRANT PROGRAM
AGREEMENT**

This Agreement is entered into this twenty first day of September, 2023, by and between the Village of Lombard, Illinois, (hereinafter referred to as the “Village”), and property owner Five Leaf Clover Realty LLC, signed by agent Brendan Fitzharris (hereinafter referred to as “Applicant”) for the property at 16 S. Park Avenue, Lombard, Illinois (said location being legally described on Exhibit “1” attached hereto and made part hereof – hereinafter referred to as the “Subject Property”). 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 16 South Park Avenue, Lombard, Illinois; 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 fifty thousand dollars (\$50,000), (hereinafter referred to as the “Grant”) for the proposed façade enhancements.

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 36.30 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 one hundred thousand and 00/100 dollars (\$100,000) on the proposed façade modifications. 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 must be applied for and received for all work to be performed. Before any funds are released, the applicant must receive final inspection approvals from the Village.
2. Prior to the start of any applicable construction activity in which the applicant would be seeking grant funding, the applicant shall provide the Village with final contractor cost estimates for the project. The Village shall review the actual project quotes for reasonableness and completeness. If the Village deems the quotes to be acceptable the Village will provide the applicant with a Notice to Proceed letter. If they are not deemed to be reasonable in the Village's sole discretion, the applicant can withdraw specific components of the grant from the project or seek additional quotes that are deemed by the Village to be reasonable.
3. Grant applicable work shall be completed within one year from the date of approval by the ECDC.
4. Before the grant can be paid out, the applicant shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form.
5. After the grant funds are paid, the applicant shall display the Village window sign acknowledging they received a grant.

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.

Resolution No. R 65-23
16 S. Park Avenue

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

Attest: Elizabeth Brezinski, Village Clerk

APPLICANT

Five Leaf Clover Realty LLC/Brendan Fitzharris

Resolution No. R 65-23
16 S. Park Avenue

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 Elizabeth Brezinski, 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 _____, 2023.

Commission expires _____, 20____.

Notary Public

Resolution No. R 65-23
16 S. Park Avenue

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 Brendan Fitzharris, 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 _____ day of _____, 2023.

Commission expires _____, 20____.

Notary Public

EXHIBIT 1
Legal Description

THAT PART OF LOT 1 IN BLOCK 19 IN TOWN OF LOMBARD, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 1, 29.16 FEET, THE SAME BEING AT THE CENTER OF A BRICK WALL; THENCE SOUTHWESTERLY IN A STRAIGHT LINE THROUGH THE CENTER OF THE BRICK WALL TO THE WEST LINE OF SAID LOT AT A POINT 27.62 FEET NORTHERLY (AS MEASURED ALONG SAID WEST LINE) FROM THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT 1; 27.62 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 1, 1.21 CHAINS TO THE PLACE OF BEGINNING, 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, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1868 AS DOCUMENT 9483 IN DUPAGE COUNTY, ILLINOIS.

PIN 06-07-209-014

ADDRESS: 16 SOUTH PARK AVENUE, LOMBARD, IL

EXHIBIT 2

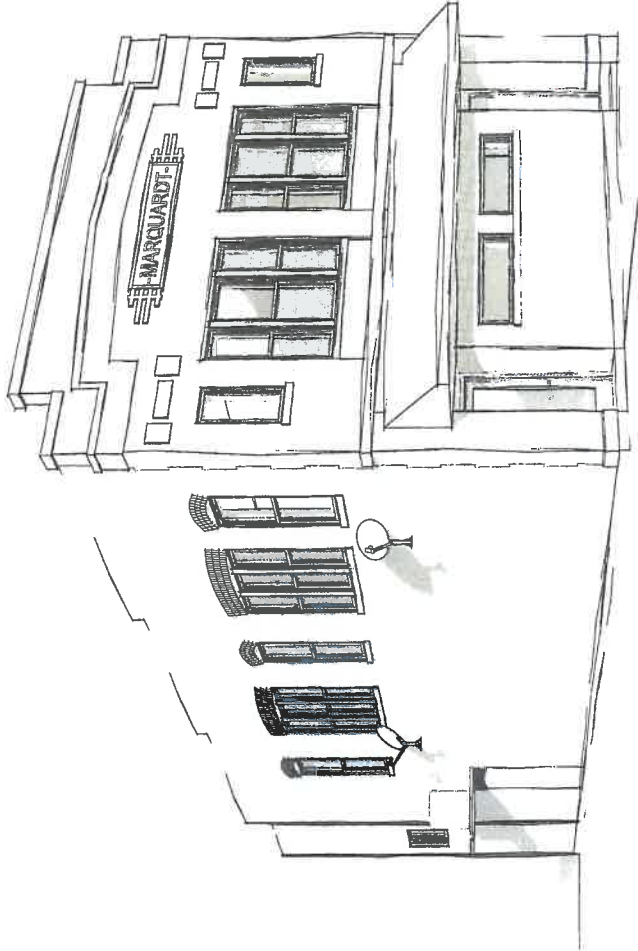
The Community Development Department retains a copy of the submittal to the Economic and Community Development Committee. This submittal includes contractor's quotes and a description of the work to be completed. As set forth in the attached building plans, The Applicant consists of:

1. First floor exterior banding/moulding typical of exterior business signage found in Ireland.
2. Green Exterior Cladding to be placed on the east and south exterior elevations.
3. Faux Windows along the south building exterior to break up the building mass.
4. Bar rail moulding and ledge which is intended to be an architectural feature as opposed to a bar railing, given that the abutting area is a part of the public right-of-way.
5. The exterior east elevation along Park Avenue will be significantly modified, with the smaller glass windows being removed, the exterior masonry wall will be reduced so that new and larger exterior windows will be added. The proposed windows, which are intended to be removable, and with an air curtain to meet DuPage County Health Department requirements.
6. They will be removing the existing awning and incorporating wall signage as depicted on the plans. The Sign Ordinance does not provide for signs to be painted directly on the wall, so they will be using metal or wood sign letters affixed to be building with gooseneck lighting. The concept signage as depicted should meet size requirements.
7. The projecting "Old Style" sign is slated to be removed.

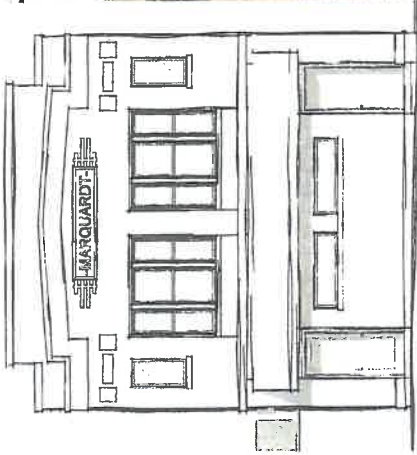
The estimated façade enhancement component is \$139,375 and is grant eligible up to \$50,000 (i.e., the lesser of 50% of the overall project costs, or \$50,000).

PRELIMINARY
NOT FOR CONSTRUCTION

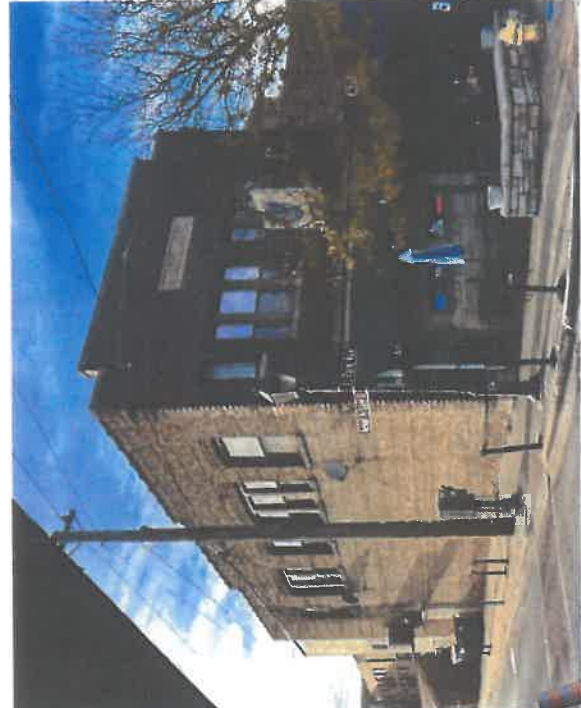
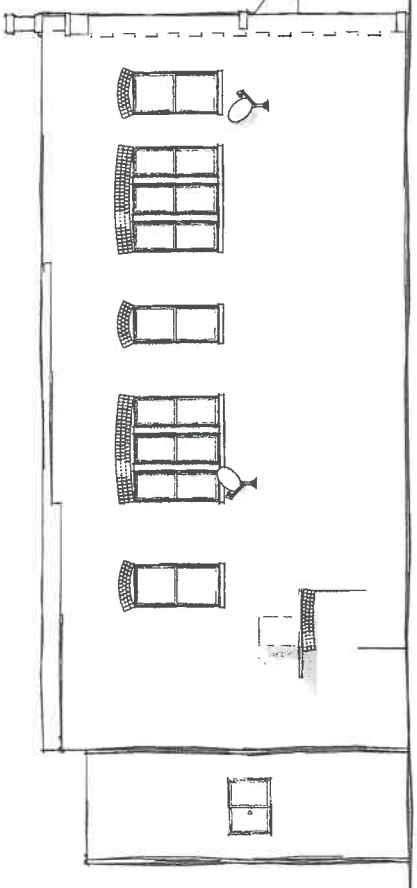
EXISTING PERSPECTIVE



EXISTING EAST ELEVATION
SCALE: 1/8" = 1'-0"

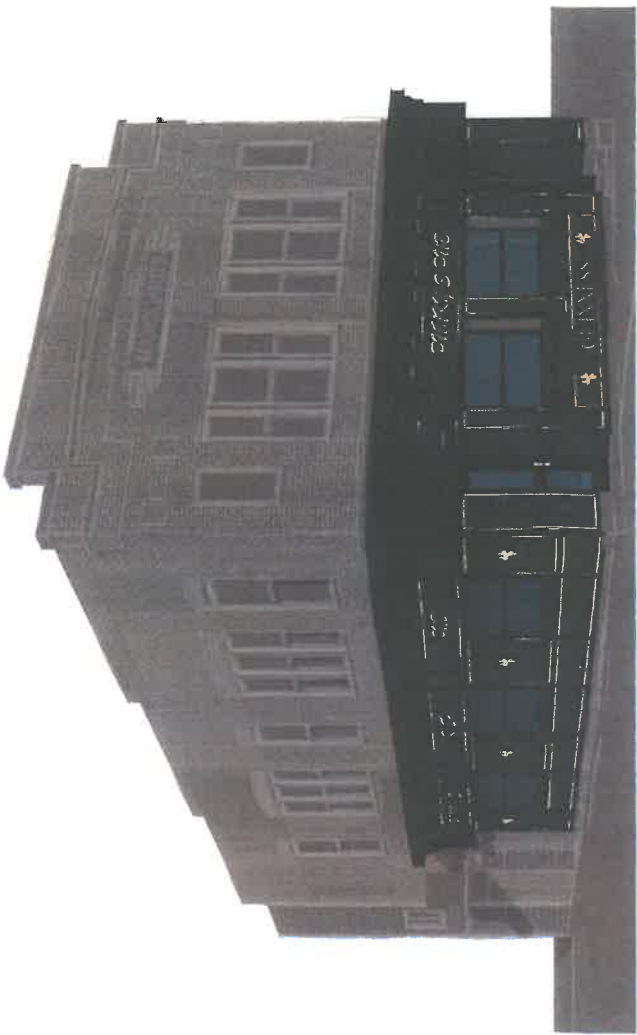


EXISTING SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

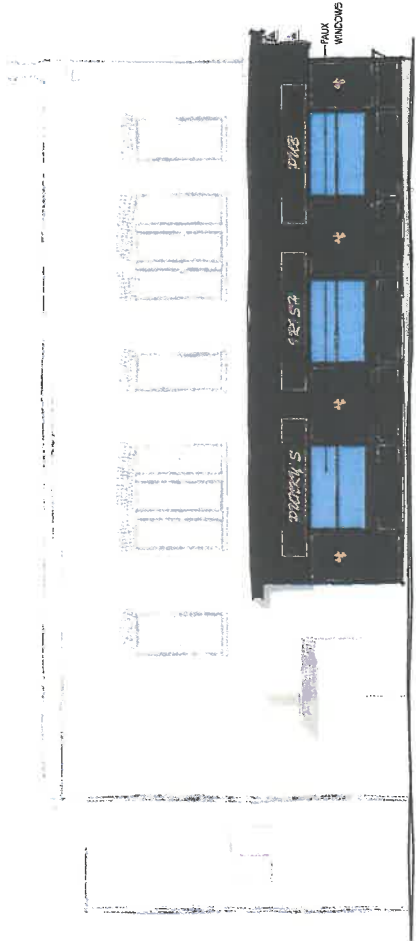


PRELIMINARY
NOT FOR CONSTRUCTION

PERSPECTIVE

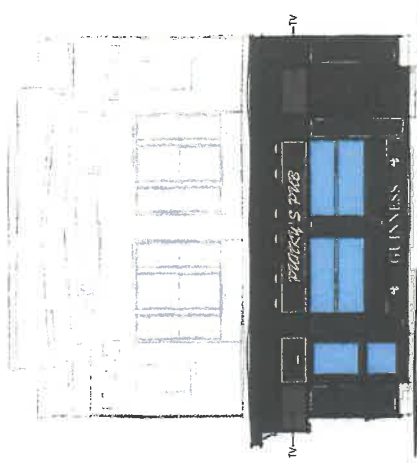


4. PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



TOTAL SIGNAGE SQUARE FOOTAGE: 11.5 SQ. FT.

5. PROPOSED EAST ELEVATION
SCALE: 1/4" = 1'-0"



TOTAL SIGNAGE SQUARE FOOTAGE: 12 SQ. FT.

DATE: 10/25/21		SCALE: AS NOTED		PROJECT: PROPOSED ELEVATIONS	
ISSUED FOR: REVIEW		DRAWN BY: JLM		CLIENT: TENANT IMPROVEMENT	
PROJECT: 16A S. PARK AVE		SHEET: 01		PROJECT NO: 16A S. PARK AVE	
LOCATION: LOMBARD, IL 60148		DATE: 10/25/21		PROJECT: 16A S. PARK AVE	
PROJECT: 16A S. PARK AVE		SHEET: 01		PROJECT NO: 16A S. PARK AVE	
LOCATION: LOMBARD, IL 60148		DATE: 10/25/21		PROJECT: 16A S. PARK AVE	
PROJECT: 16A S. PARK AVE		SHEET: 01		PROJECT NO: 16A S. PARK AVE	
LOCATION: LOMBARD, IL 60148		DATE: 10/25/21		PROJECT: 16A S. PARK AVE	

architects' studio
214 WEST WASHINGTON STREET
CHICAGO, IL 60604
7 604.714.9800

THE DESIGN INDUSTRY HAS A LONG HISTORY OF...
ARCHITECTS' STUDIO, LLC
214 WEST WASHINGTON STREET
CHICAGO, IL 60604
7 604.714.9800

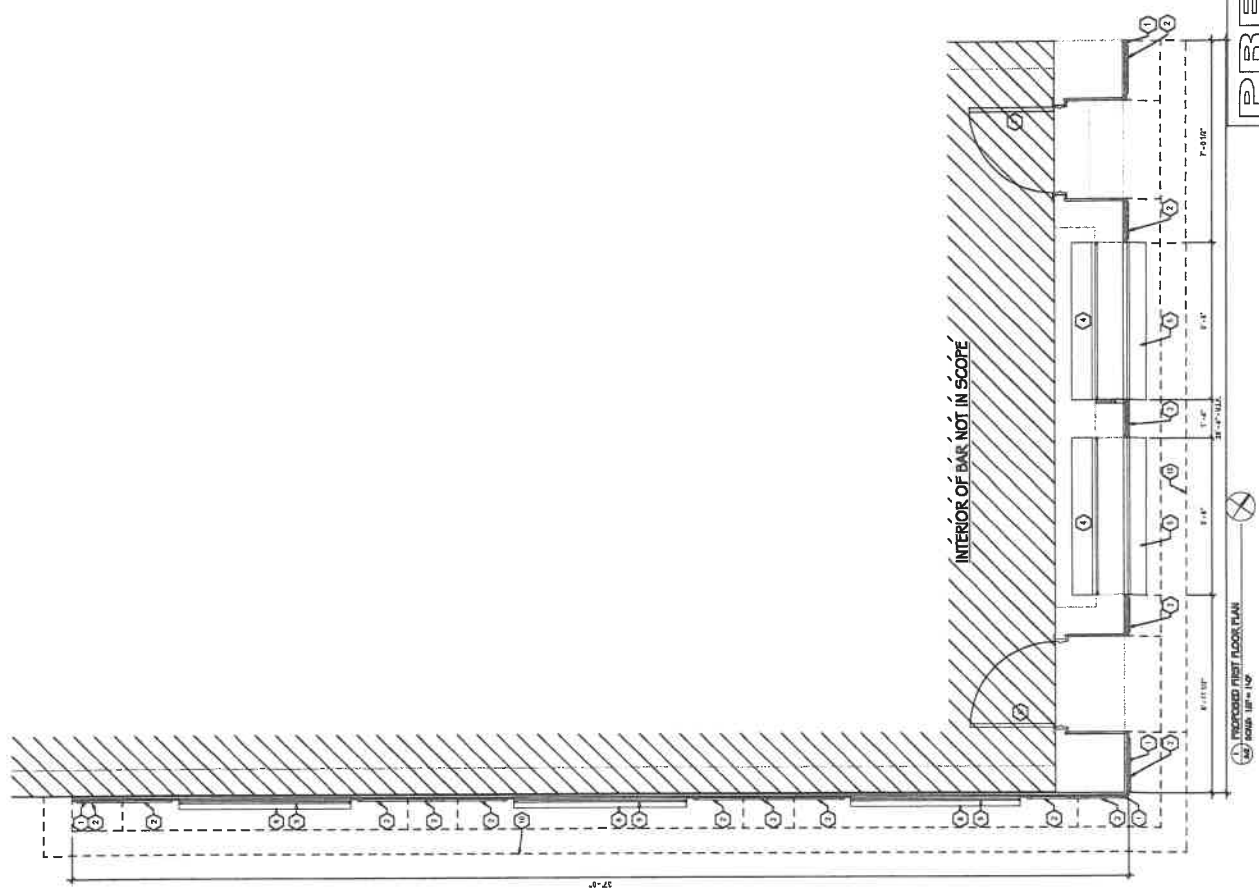
FOR REVIEW

DATE: 10/25/21
SCALE: AS NOTED
PROJECT: PROPOSED ELEVATIONS
DRAWN BY: JLM
CLIENT: TENANT IMPROVEMENT
PROJECT: 16A S. PARK AVE
LOCATION: LOMBARD, IL 60148

PROJECT: 16A S. PARK AVE
SHEET: 01
PROJECT NO: 16A S. PARK AVE
DATE: 10/25/21
SCALE: AS NOTED
PROJECT: PROPOSED ELEVATIONS
DRAWN BY: JLM
CLIENT: TENANT IMPROVEMENT
PROJECT: 16A S. PARK AVE
LOCATION: LOMBARD, IL 60148

NUMBER: A-1

- FLOOR PLAN NOTES SHOWN THIS**
1. ALL DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE GIVEN UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE GIVEN UNLESS OTHERWISE NOTED.
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 9. ALL DIMENSIONS SHALL BE GIVEN UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS SHALL BE GIVEN UNLESS OTHERWISE NOTED.



PRELIMINARY
NOT FOR CONSTRUCTION

**SWORN OWNER'S STATEMENT
PRELIMINARY**

STATE OF *Illinois*
) ss
 COUNTY OF *Dupage*

Owner's Name: Punky's Pub
Property Address: 16 S. Park Street, Lombard

Draw: Preliminary

Contractor or Material Supplier	Kind of Work	Total Contract	Amount Previously Paid	Amount to Be Paid Now	Balance To Complete
To-Be-Let	Baracades/Scaffolding/fencing	\$8,500.00	\$0.00	\$0.00	\$8,500.00
To-Be-Let	Clean-up / Demo	\$2,000.00	\$0.00	\$0.00	\$2,000.00
To-Be-Let	Install new Steel Beams	\$3,000.00	\$0.00	\$0.00	\$3,000.00
To-Be-Let	Masonry rework/repair	\$10,000.00	\$0.00	\$0.00	\$10,000.00
To-Be-Let	Framing Labor (Rough & Trim)	\$20,000.00	\$0.00	\$0.00	\$20,000.00
To-Be-Let	Framing / Wood Materials	\$20,000.00	\$0.00	\$0.00	\$20,000.00
To-Be-Let	Electric	\$7,500.00	\$0.00	\$0.00	\$7,500.00
To-Be-Let	Signage	\$1,500.00	\$0.00	\$0.00	\$1,500.00
To-Be-Let	Painting	\$7,500.00	\$0.00	\$0.00	\$7,500.00
To-Be-Let	Windows (2)	\$15,000.00	\$0.00	\$0.00	\$15,000.00
To-Be-Let	Air Curtains (2)	\$10,000.00	\$0.00	\$0.00	\$10,000.00
To-Be-Let	Metal Fabricator (cornice top)	\$5,000.00	\$0.00	\$0.00	\$5,000.00
To-Be-Let	Faux window painting/murals	\$2,500.00	\$0.00	\$0.00	\$2,500.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Contractor overhead/profit		\$16,875.00			\$16,875.00
Contingency		\$10,000.00			\$10,000.00
					\$0.00
TOTAL		\$139,375.00	\$0.00	\$0.00	\$139,375.00

Signed _____
 Address _____

Described and sworn to before me this ____ day of _____, 2020

State of Illinois
 County of Residence: _____

 Notary Public