

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 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


Attest: Sharon Kuderna, Village Clerk

APPLICANT



Joe Marino

Property owner



Dan Harris

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 15th day of April, 2021.

Commission expires _____, 20____.



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 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



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



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 BY 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

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.