

**RESOLUTION**  
**R 14-21**

**A RESOLUTION APPROVING A DOWNTOWN IMPROVEMENT AND RENOVATION  
GRANT FOR THE PROPERTY COMMONLY KNOWN AS  
229 W. ST. CHARLES ROAD**

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, Rebel Kitchen + Bar LLC, signed by Joseph Marino (the “Applicant”), wish to participate in this Program for façade renovations to the building (the “Project”) located at 229 W. St. Charles Road, Lombard, Illinois (the “Subject Property”) and,

WHEREAS, Daniel and Virginia Harris are the owners of 229 W. St. Charles Road, Lombard, Illinois; and,

WHEREAS, the Project shall consist of those renovations to the façade 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 a grant of up to twenty-seven thousand and four hundred and twenty-seven and 50/100 dollars (\$27,427.50), pursuant to the Program (the “Grant”). 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 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:

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:** 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.

Resolution No. 14-21  
229 W. St. Charles Road

**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 15<sup>th</sup> day of April, 2021.

Ayes: Trustee Whittington, Puccio, Foltyniewicz, Honig, Militello and Ware

Nays: None

Absent: None

Approved by me this 15<sup>th</sup> day of April, 2021.

  
Keith T. Giagnorfo  
Village President

ATTEST:

  
Sharon Kuderna  
Village Clerk

**EXHIBIT A**  
**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 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

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Joe Marino

Property owner

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
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 CONVED TO CHICAGO AND NORTH WESTERN RAILROAD COMPANY BO 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, ILINOIS.

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.