

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) Waiver of First Requested
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : December 18, 2023 **(BOT) Date:** December 21, 2023

SUBJECT: 108 W. St. Charles Road (Kyo Ramen & Poke Restaurant)

SUBMITTED BY: William J Heniff, Director of Community Development *WJH*

BACKGROUND/POLICY IMPLICATIONS:

The Community Development Department received grant applications by the owner/applicant of the 108 W. St. Charles Road property (Mingli Dai/Gold Fish Restaurant, Inc.) relative to their proposed interior and exterior building improvements. At the December 11, 2023 Economic and Community Development Committee (ECDC) meeting, they recommended approval of the following actions:

1. A Downtown Renovation and Improvement Grant of up to \$18,841 for the proposed façade modifications and related eligible components;
2. A Restaurant Forgivable Loan of up to \$83,196 for the proposed related tenant modifications; and

Pursuant to the Programs, applicable Village building permit fees in an amount not to exceed the respective grant caps of \$1,500 for each of the two grants.

The ECDC recommended approval of the request. Please place the attached resolution on the December 21, 2023 Board of Trustees agenda for approval.

Fiscal Impact/Funding Source:

Review (as necessary)

Finance Director _____ Date _____
Village Manager _____ Date _____



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

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

MEETING DATE: December 21, 2023

SUBJECT: 108 W. St. Charles Road (Kyo Ramen & Poke Bowl Restaurant)

Please find the following items for Village Board consideration as part of the December 21, 2023 Village Board meeting:

The Community Development Department received grant applications by the owner/applicant of the 108 W. St. Charles Road property (Mingli Dai/Gold Fish Restaurant, Inc.) relative to their proposed interior and exterior building improvements. At the December 11, 2023 Economic and Community Development Committee (ECDC) meeting, they recommended approval of the following actions:

1. A Downtown Renovation and Improvement Grant of up to \$18,841 for the proposed façade modifications and related eligible components;
2. A Restaurant Forgivable Loan of up to \$83,196 for the proposed related tenant modifications; and
3. Pursuant to the Programs, applicable Village building permit fees in an amount not to exceed the respective grant caps of \$1,500 for each of the two grants.

Attached for Village Board consideration are:

1. The ECDC staff report relative to the request, and
2. A Resolution Approving the aforementioned grants.


ACTION REQUESTED

The ECDC recommended approval of the request. Please place the attached resolution on the December 21, 2023 Board of Trustees agenda for approval.



MEMORANDUM

TO: Trustee Anthony Puccio, Chairperson
Economic and Community Development Committee

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

MEETING DATE: December 11, 2023

SUBJECT: **108 W. St. Charles Road (Kyo): Grant Requests**

The Community Development Department received three grant applications by the owner of the 108 W. St. Charles Road property (Mingli Dai), for the proposed sit-down restaurant (Kyo Ramen & Poke Bowl) at 108 W. St. Charles Road. The new owner acquired the subject property in August, 2023 from the previous owner/operator of Lom Ling Restaurant. The owner/applicant has been working with Village staff and the DuPage County Health Department on the plan enhancements. Through this effort, the applicant has filed for building permits for the proposed improvements to the interior of the restaurant and the south exterior façade. Concurrent with this action, they are also seeking the following grants:

1. A Downtown Renovation and Improvement Grant (Façade Grant) for the proposed façade modifications and related eligible components. The overall bid quote for this component is \$37,681 and 50% of the eligible cost would be **\$18,841**, plus eligible Village permit fees.
2. A Restaurant Forgivable Loan for the proposed interior buildout modifications to the currently vacant building. The overall bid quote for this component is \$249,590 and 33.3% of the eligible grant cost would be **\$83,196**, plus eligible Village permit fees.

The redevelopment proposal is to remodel the restaurant on the premises from its existing Chinese restaurant décor to a Japanese sushi and poke establishment. Internal project components include:

DOWNTOWN RENOVATION & IMPROVEMENT GRANT

Page 4 of this report shows the existing conditions and the proposed changes. The plan set includes the following components which are grant eligible include (Sheets A-4.1, A-5.4):

1. Removing the existing Lom Ling storefront ornamentation,
2. Repairing and painting the existing masonry facade,
3. Add new fabric awning with aluminum truss frame,
4. Adding new wall signage and external gooseneck lighting, and
5. Installing a new walk-up carry-out window in the existing east two panes of the storefront.

DOWNTOWN RESTAURANT FORGIVABLE LOAN COMPONENTS

These Programs provide for capital expenditure funding for the project and the following elements are eligible for consideration as part of the program:

1. Renovation of the existing restaurant's front-of-house, washrooms, and storefront (Sheet A-0.1).
2. Reflected ceiling demolition (Sheet A-0.2)
3. Patch/repair internal walls (A-4.3)
4. New cabinetry, millwork, tile (Sheets A-5.1, A-5.2, A-5.3) for the sushi bar, liquor bar, and bubble tea bar infrastructure along the length of the existing dining room's east wall.
5. Selected flooring, painting, ceilings as noted throughout the plan set
6. Plumbing, electrical, HVAC (EQ-3, EQ-4.1, EQ-4.2)

The owner plans to clean up and reuse as much of the existing kitchen as possible. Grant funding is only applicable for the noted capital improvements and companion elements such as television monitors, furniture and the like are not eligible for grant funding.

The Downtown Restaurant Forgivable Loan Program allows the Village to grant the petitioner back up to 1/3 of the total project cost, not to exceed \$100,000. A lien would 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 the restaurant is open.

VILLAGE BUILDING PERMIT FEES

Both grant programs provide for the costs of associated Village building permit fees as an eligible costs expense (\$1,500 for each grant). Should the grants be approved by the Village Board and given that the projected grant request would still be below the respective grant program caps, staff would support these cost being an eligible cost as part of this request.

GRANT REQUEST ELEMENTS

The applicant has submitted a quote for the exterior and interior improvement by trade/construction element, and which was based upon the building permit submittal. While the applicant is aware of the three-quote requirement, they are asking for a waiver of this provision given timing matters, elusive ability to secure multiple quotes, and that a single source contractor has been selected for this project. As with other such cases, staff will review the final costs and waiver of liens to determine project eligibility. As such, the submitted quote lists the various applicable trades and components. The submittal for the actual building permit and construction level drawings also provides a greater comfort level as to the work that is actually intended to be undertaken.

POLICY REVIEW ELEMENTS

The Downtown Restaurant Forgivable Loan Program and Retail Grant Policy have lease requirements. The proposed Kyo restaurant would be owned and operated by the property owner,

so a lease will not be a component of the request. But if approved, the grants would still be subject to lien requirements, in case the business ceases or the property or restaurant itself is sold.

The Lombard Downtown Revitalization Project Guidebook focuses on aesthetic standards in Section 4. The design recommendations can be applied to numerous buildings in downtown Lombard. This modification of the exterior restaurant use is consistent with the Guidebook graphic illustrations, including the refined building elevation design, incorporation of gooseneck lighting, and sign depiction. The proposed elevations will be quite compatible with the adjacent business (Sky Center Martial Arts) and the recently approved façade grant at 116 W. St. Charles Road (PREA).

COMMITTEE ACTION REQUESTED

This item is being placed on the December 11, 2023 ECDC agenda for consideration for the 108 W. St. Charles Road property. Staff recommends that the ECDC recommend approval to the Village Board for:

1. A Downtown Renovation & Improvement Grant request of up to **\$18,841** for the proposed façade reconstruction improvements; and
2. the Downtown Restaurant Forgivable Loan in an amount not to exceed **\$83,196**, based upon the proposed interior buildout plans submitted as a part of the request.
3. Applicable Village building permit fees in an amount not to exceed the respective grant caps of \$1,500 for each of the two grants.

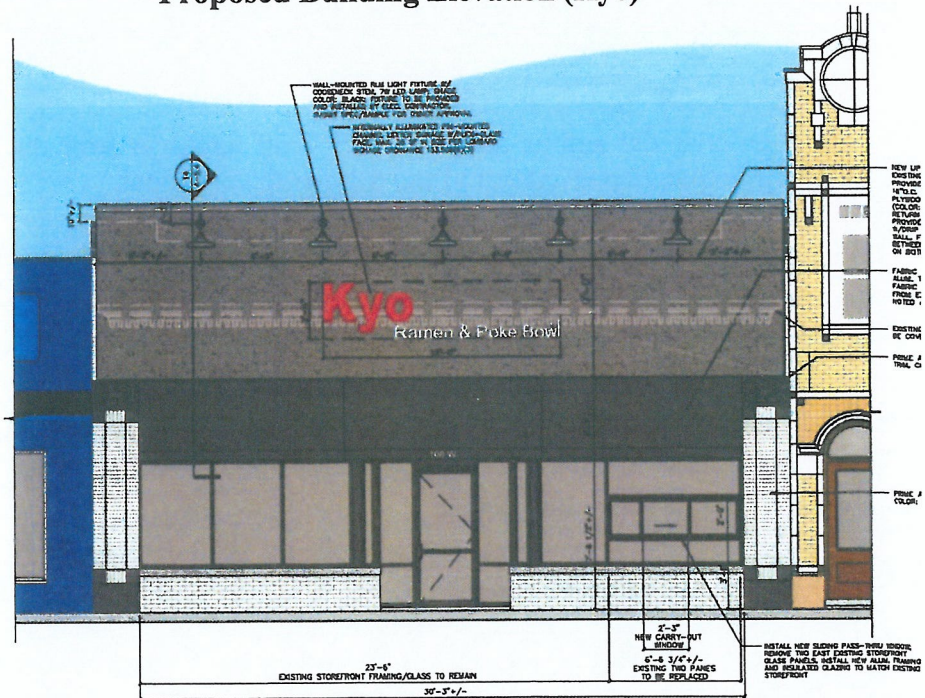
The awards are over \$10,000 and as such requires final approval from the Village Board of Trustees. Said recommendation is subject to the following conditions:

1. Building permits must be received for the applicable work, with completion and passage of all required inspections.
2. Work shall be complete one year from the date of approval by the ECDC.
3. Before the grant can be paid out, the owner applicant shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form. The Village shall pay out to the grant recipient based upon the grant parameters limitations set forth within the respective Policies.
4. After the grant funds are paid, the owner/applicant shall display the Village window sign acknowledging they received a grant.

Existing Building Elevation (Lom Ling)



Proposed Building Elevation (Kyo)



PROPOSED STOREFRONT ELEVATION

SCALE: 3/8" = 1'-0"



DEMOLITION NOTES

1. PROVIDE ENVIRONMENTAL TEST REPORT TO VILLAGE PRIOR TO DEMOLITION PERMIT APPROVAL. ANY HAZARDOUS MATERIALS FOUND TO BE REMOVED AND DISPOSED OF BY A LICENSED AND BONDED HAZARDOUS REMOVAL CONTRACTOR.
2. PROVIDE DEMOLITION, REMOVAL, AND DISPOSAL OF DESIGNATED

**DOWNTOWN RESTAURANT FORGIVABLE LOAN PROGRAM
PRE-APPLICATION**

1. A. Building Address and Description: 108 West St. Charles Road, Lombard, Illinois 60148. Restaurant Building- One Story

B. Property Identification Number: 06-07-204-030

2. A. Business Owners Name: Gold Fish Restaurant, Inc. d/b/a Kyo Ramen & Poke Bowl
B. Business Owners Address: 2211 S. Stewart Avenue, Unit 3E, Lombard, Illinois 60148
C. Business Owners Phone (day time): (630) 828-1841
D. Business Owners Email: Kyoramen2023@gmail.com

3. A. Property Owners Name: Mingli Dai

B. Property Owners Address: 2211 S. Stewart Avenue, Unit 3E, Lombard, Illinois 60148

C. Property Owners Phone (day time): (630)828-1841

3. Current Tenant, Building Address, Lease Terms, and Description of Business: (use additional paper if necessary)

A. Property is currently vacant and under construction.

4. Proposed Improvements associated with the project: See plans submitted.

-
5. Plans/Drawings prepared by:

A. Name: Architect Randy Pruyn


B. Address: See previous submission

C. Phone (day time): See previous submission.

D. Estimated Cost of the project: See previous submission.

6. Statement of Understanding.

- A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Restaurant Forgivable Loan Program and the specific design recommendation of the Director of Community Development.
- B. The applicant must submit detailed cost documentation, copies of building permits, and all contractors' waivers of lien upon completion of work.
- C. The applicant, owners, and all contractors must comply with all federal and local regulations.

Business Owner Signature  (Date) 12/05/2023
Property Owner Signature _____ (Date) _____

Return application to:

Village of Lombard
Community Development Department
255 E. Wilson Ave., Lombard, IL 60148

**TIF RETAIL BUSINESS GRANT PROGRAM
APPLICATION**

1. A. Building Address: 108 W. St. Charles Road, Lombard, Illinois
60148

B. Property Identification Number: 06-07-204-
030

2. A. Business Owners Name: Gold Fish Restaurant, Inc. b/b/a Kyo
Ramen & Poke Bowl

B. Business Owners Address: 2211 S. Stewart Avenue, Unit 2E, Lombard,
Illinois 60148

C. Business Owners Phone (daytime): (630) 828-
1841

D. Business Owners Email:

Kyoramen2023@gmail.com

3. A. Property Owners Name: Mingli
Dai

B. Property Owners Address: 2211 S. Stewart Avenue, Unit
3E, Lombard, Illinois 60148

C. Property Owners Phone (daytime): (630) 828-
1841

3. Lease Terms: None at this
time

4. Description of Business (use additional paper if necessary):

Chinese
Restaurant

5. Proposed Improvements associated with the project (use additional paper if necessary):

See previous submitted
plans.

6. Plans/Drawings prepared by:

A. Name: Architect Randy
Pruyn

B. Address: See previous
submissions

C. Phone (day time): See Previous
Submissions

D. Estimated Cost of the project: \$ See previous submissions

7. Statement of Understanding.

A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Downtown Retail Business Grant Program and the specific design recommendations of the Director of Community Development.

B. The applicant must submit detailed cost documentation, copies of building permits, and all contractors' waivers of lien upon completion of work.

- C. The applicant, owners, and all contractors must comply with all federal and local regulations (see the attached list).

Business Owner Signature *Zgl* (Date) 12/05/2023

Property Owner Signature _____ (Date) _____

Return application to:

Village of Lombard
Community Development Department
255 E. Wilson Ave., Lombard, IL 60148



Phoenix Builders, Ltd.

November 29, 2023

Randy Pruyn
Kyo Ramen
407 Edison Ave
Lombard, IL

RE: Kyo Ramen & Poke Bowl Exterior
108 W St Charles Rd
Lombard, IL

Thank you for allowing us the opportunity to review this project and inviting us to give you a proposal.

We propose to perform all work as described in contract documents for the total amount of:

\$37,681.00

Thirty Seven Thousand Six Hundred Eighty One Dollars and No Cents

Drawings and Addendums

- * Our price is based upon drawing by Randy Pruyn date 10/29/23

Assumptions, Clarifications and allowances

- * No sidewalk or street closing permit figured.
- * Owner to provide type D fixtures.
- * We have included an allowance of \$2,500.00 for masonry repair. This scope of work will become clear after demolition.

We will provide as part of our work:

- * Supervision
- * Portable toilets
- * Dumpsters
- * {3} sets of Close-out documents that will include all mechanical, electrical, operations and maintenance manuals, as-built drawings (mechanical and electrical). We will provide these documents in both printed form and in compact disc format

Items Excluded:

- * Costs of permits, review fees, or related fees associated with permits or re-design in response to permit review
- * X-Ray or scans of masonry, concrete, walls, floors, ceilings
- * Costs of repairs to any utility lines in walls, floors, slabs if damaged by saw cutting or breaking of concrete or masonry
- * Any damages or repairs to underground building materials (site conduit, etc.) not clearly indicated on plans or identified by J.U.L.I.E.
- * Removal of hazardous materials
- * Permanent power fees, gas or water consumption
- * Termite Control or other forms of subsurface poisoning
- * Summer or Winter conditions for site work, masonry, paving, or concrete
- * Undercut removal and or replacement of unsuitable soils
- * Rock Excavation, Blasting, etc. for unsuitable soils
- * Dewatering or manipulation to attain proper moisture content or graduation of subgrade
- * Any fees associated with SWPPP programs

- * Any Overtime, Premium time or after hours labor is excluded. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday, except holidays
- * Any existing conditions not shown on drawings or contract documents, code violation, or hidden conditions are specifically excluded.
- * Any items that are indicated as "Verify in field" that may cause a change in the contract costs of work unless specifically identified in drawings are excluded
- * Any and all floor preparation work
- * Builder's Risk Insurance is excluded. We would be happy to provide pricing on request
- * No bid or performance bond costs are included
- * Professional survey costs

Items Provided by others:

- * Utility company connections
- * Telephone company connection/usage fees and wiring to building
- * Third party testing or building inspector fees
- * Architectural, civil engineering, geotechnical engineering, structural engineering, mechanical, electrical and plumbing design, drawings and services
- * Water and sewer fixtures and tap fees
- * All meters and metering devices for utilities such as water, gas, electrical, etc.

Special Notes or Exceptions

- * We have included a 8 week construction duration for this project.
- * Any deviations or alterations from project documents and specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above proposal amount.
- * This proposal is valid for thirty (30) days

Please call with any questions. We look forward to working with you on this project.

Sincerely,

Daniel Dickson

V P

Phoenix Builders, Ltd
 847-394-2999 Office
 847-394-9993 Fax
www.phoenixbuilders.com
dand@phoenixbuilders.com



Kyo Ramen & Poke Bowl Exterior			
DIVISION CODES	ESTIMATE	SF COST	COMMENTS
01 GENERAL CONDITIONS	\$3,889.00	\$0.00	
03-16 BUILDING	\$31,001.00	\$0.00	
SUBTOTAL CONSTRUCTION COSTS	\$34,890.00	\$0.00	
GENERAL CONTRACTOR FEE	\$2,791.00	\$0.00	
TOTAL ESTIMATE	\$37,681.00	\$0.00	
Allowance total	\$2,500.00		
COST BREAKDOWN			
	ESTIMATE	SF COST	
SUBTOTAL GENERAL CONDITIONS	\$3,889.00	\$0.00	
04-0001 MASONRY - I	\$2,500.00	\$0.00	
06-0500 EXTERIOR DEMOLITION	\$1,602.00	\$0.00	
06-1000 CARPENTRY - LUMP SUM	\$9,628.00	\$0.00	
08-5619 WINDOWS - DRIVE UP	\$6,281.00	\$0.00	
09-2400 PLASTERING - EIFS - EXTERIOR INSULATION AND FINISH SYSTEMS	\$6,900.00	\$0.00	
09-9113 EXTERIOR PAINTING	\$840.00	\$0.00	
16-1000 ELECTRIC - I	\$3,250.00	\$0.00	
	\$31,001.00	\$0.00	
Allowance Description	Allowance Amount		COMMENTS
MASONRY - I	\$2,500.00		



Phoenix Builders, Ltd.

November 29, 2023
Randy Pruyn
Kyo Ramen & Poke
308 W St Charles Rd
Lombard, Il

RE: Kyo Ramen & Poke Bowl
308 W St Charles Rd
Lombard, Il

Thank you for allowing us the opportunity to review this project and inviting us to give you a proposal.

We propose to perform all work as described in contract documents for the total amount of:

\$249,590.00

Two Hundred Forty Nine Thousand Five Hundred Ninety Dollars and No Cents

Alternates

- * \$6,432.00 Quarry tile over existing in Kitchen, this includes new base.

Drawings and Addendums

- * Our price is based upon drawing by Randy Pruyn date 10/29/23

Assumptions, Clarifications and allowances

- * We have included an allowance of \$2,000.00 for any required repair to tin ceiling.
- * Existing sanary and grease trap are figured to be in working condition.

We will provide as part of our work:

- * Supervision
- * Portable toilets
- * Dumpsters
- * {3} sets of Close-out documents that will include all mechanical, electrical, operations and maintenance manuals, as-built drawings (mechanical and electrical). We will provide these documents in both printed form and in compact disc format

Items Excluded:

- * Costs of permits, review fees, or related fees associated with permits or re-design in response to permit review
- * X-Ray or scans of masonry, concrete, walls, floors, ceilings
- * Costs of repairs to any utility lines in walls, floors, slabs if damaged by saw cutting or breaking of concrete or masonry
- * Any damages or repairs to underground building materials (site conduit, etc.) not clearly indicated on plans or identified by J.U.L.I.E.
- * Removal of hazardous materials
- * Permanent power fees, gas or water consumption
- * Termite Control or other forms of subsurface poisoning
- * Summer or Winter conditions for site work, masonry, paving, or concrete
- * Undercut removal and or replacement of unsuitable soils
- * Rock Excavation, Blasting, etc. for unsuitable soils
- * Dewatering or manipulation to attain proper moisture content or graduation of subgrade

- * Any fees associated with SWPPP programs
- * Costs for any utility meters or sub-meters such as Gas, Water, Electric
- * Any Overtime, Premium time or after hours labor is excluded. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday, except holidays
- * Any existing conditions not shown on drawings or contract documents, code violation, or hidden conditions are specifically excluded.
- * Any items that are indicated as "Verify in field" that may cause a change in the contract costs of work unless specifically identified in drawings are excluded
- * Any and all floor preparation work
- * Builder's Risk Insurance is excluded. We would be happy to provide pricing on request
- * No bid or performance bond costs are included
- * Professional survey costs

Items Provided by others:

- * Utility company connections
- * Telephone company connection/usage fees and wiring to building
- * Third party testing or building inspector fees
- * Architectural, civil engineering, geotechnical engineering, structural engineering, mechanical, electrical and plumbing design, drawings and services
- * Water and sewer fixtures and tap fees
- * All meters and metering devices for utilities such as water, gas, electrical, etc.

Special Notes or Exceptions

- * We have included a 8 week construction duration for this project.
- * Any deviations or alterations from project documents and specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above proposal amount.
- * This proposal is valid for thirty (30) days

Please call with any questions. We look forward to working with you on this project.

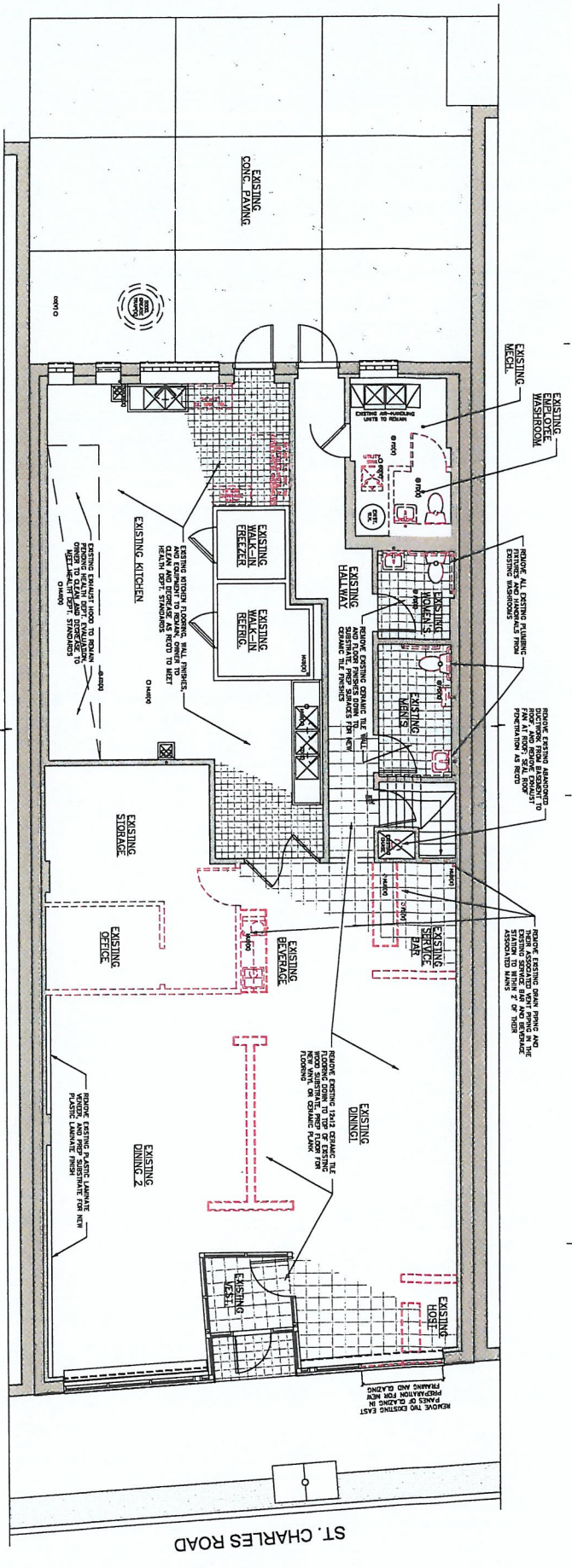
Sincerely,

Daniel Dickson

V P
 Phoenix Builders, Ltd
 847-394-2999 Office
 847-394-9993 Fax
www.phoenixbuilders.com
dand@phoenixbuilders.com



Kyo Ramen & Poke Bowl			
DIVISION CODES	ESTIMATE	SF COST	COMMENTS
01 GENERAL CONDITIONS	\$33,255.00	\$0.00	
03-16 BUILDING	\$195,727.00	\$0.00	
SUBTOTAL CONSTRUCTION COSTS	\$228,982.00	\$0.00	
GENERAL CONTRACTOR FEE	\$20,608.00	\$0.00	
TOTAL ESTIMATE	\$249,590.00	\$0.00	
Allowance total	\$2,000.00		
COST BREAKDOWN			
	ESTIMATE	SF COST	
SUBTOTAL GENERAL CONDITIONS	\$33,255.00	\$0.00	
06-0500 INTERIOR DEMOLITION	\$12,973.00	\$0.00	
06-1000 CARPENTRY - LUMP SUM	\$6,469.00	\$0.00	
06-2301 FRP & ACROVYN	\$1,302.00	\$0.00	
06-4000 MILLWORK	\$78,663.00	\$0.00	
09-3013 TILE - CERAMIC AND PORCELAIN	\$6,102.00	\$0.00	
09-5100 ACOUSTICAL CEILINGS	\$3,368.00	\$0.00	
09-5102 TIN CEILINGS ALLOWANCE	\$2,000.00	\$0.00	
09-6520 FLOORING - RESILIENT - FLOORING - LVT	\$10,100.00	\$0.00	
09-7002 FLOOR PREP & DEMO	\$1,200.00	\$0.00	
09-9123 INTERIOR PAINTING	\$18,950.00	\$0.00	
10-2813 TOILET ACCESSORIES	\$700.00	\$0.00	
15-4000 PLUMBING	\$22,600.00	\$0.00	
15-5000 HVAC	\$8,750.00	\$0.00	
16-1000 ELECTRIC - I	\$22,550.00	\$0.00	
	\$195,727.00	\$0.00	
	Alternate Value	Allowances for Alternates	
Quarry tile over existing in Kitchen, this includes new base.	\$6,432.00	\$0.00	
Allowance Description	Allowance Amount		COMMENTS
ACOUSTICAL CEILINGS - OTHER	\$2,000.00		Tin ceiling allowance



DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

- DEMOLITION NOTES:**
1. PROVIDE ENVIRONMENTAL TEST REPORT TO VALIDATE FROM MATERIALS FOUND TO BE REMOVED AND DISPOSED OF BY CONTRACTOR.
 2. PROVIDE DEMOLITION, REMOVAL, AND DISPOSAL OF MATERIALS AND DEBRIS OF REMOVED AND DEBRIS RESULTING FROM DEMOLITION PROCESS.
 3. INTERFERE WITH ALL ADJACENT EXISTING BUILDING AREAS, AND EXISTING UTILITIES, BEFORE DEMOLITION OF ANY STRUCTURE. A NEP PERIOD IS REQUIRED FOR ALL AREAS OF CONSTRUCTION NOT PREVIOUSLY SUPPORTED.
 4. CONSULT WITH ALL ADJACENT PROPERTY OWNERS AND PROVIDE NOTICE OF DEMOLITION TO ALL ADJACENT PROPERTY OWNERS AND PROVIDE NOTICE OF DEMOLITION TO ALL ADJACENT PROPERTY OWNERS AND PROVIDE NOTICE OF DEMOLITION TO ALL ADJACENT PROPERTY OWNERS.
 5. DESCRIBE DEMOLITION IN AN ORDER AND CONTENT, DRAINAGE, DISPOSAL AND REUSE OF EXISTING CONSTRUCTION MATERIALS, INCLUDING ALL ADJACENT PROPERTY OWNERS AND PROVIDE NOTICE OF DEMOLITION TO ALL ADJACENT PROPERTY OWNERS AND PROVIDE NOTICE OF DEMOLITION TO ALL ADJACENT PROPERTY OWNERS.



LOCATION MAP

BUILDING DATA:

USE GROUP: ASSEMBLY GROUP A-2

CONSTRUCTION TYPE: TYPE III (CEMENT) ALL NEW CONSTRUCTION 1-4 UNREINFORCED MIN. PER LOCAL ORDINANCE

TYPICAL AREA: 2800 SF GROUND FLOOR 1,440 SF BASEMENT

OCCUPANCY: PER LONGBOURNE PRE. DEPT. GUIDELINES, NEW RESTAURANT EXISTING TO BE LIMITED TO 40 SEATS OR LESS SO NOT THE EXISTING FIRE ALARM SYSTEM SHALL BE TESTED AND UPGRADED AS REQUIRED TO MEET CURRENT BUILDING CODE

MIN. NUMBER OF EXITS: PER IBC TABLE 1018.1

MAX. TRAVEL DISTANCE: PER IBC TABLE 1015.1 CHANGE ALLOWED OCCUPANCY GROUP B W/O SPRINKLER SYSTEM 5 200'

- DRAWING LIST**
- A-1-1 ARCHITECTURAL, DEMOLITION PLAN
 - A-1-2 FLOOR PLAN, DEMOLITION PLAN
 - A-1-3 FLOOR PLAN, 100% PLAN
 - A-2-1 EXISTING/ACCESSIBILITY PLAN
 - A-2-2 EXISTING/ACCESSIBILITY PLAN
 - A-2-3 EXISTING/ACCESSIBILITY PLAN
 - A-2-4 EXISTING/ACCESSIBILITY PLAN
 - A-2-5 EXISTING/ACCESSIBILITY PLAN
 - A-2-6 EXISTING/ACCESSIBILITY PLAN
 - A-2-7 EXISTING/ACCESSIBILITY PLAN
 - A-2-8 EXISTING/ACCESSIBILITY PLAN
 - A-2-9 EXISTING/ACCESSIBILITY PLAN
 - A-2-10 EXISTING/ACCESSIBILITY PLAN
 - A-2-11 EXISTING/ACCESSIBILITY PLAN
 - A-2-12 EXISTING/ACCESSIBILITY PLAN
 - A-2-13 EXISTING/ACCESSIBILITY PLAN
 - A-2-14 EXISTING/ACCESSIBILITY PLAN
 - A-2-15 EXISTING/ACCESSIBILITY PLAN
 - A-2-16 EXISTING/ACCESSIBILITY PLAN
 - A-2-17 EXISTING/ACCESSIBILITY PLAN
 - A-2-18 EXISTING/ACCESSIBILITY PLAN
 - A-2-19 EXISTING/ACCESSIBILITY PLAN
 - A-2-20 EXISTING/ACCESSIBILITY PLAN
 - A-2-21 EXISTING/ACCESSIBILITY PLAN
 - A-2-22 EXISTING/ACCESSIBILITY PLAN
 - A-2-23 EXISTING/ACCESSIBILITY PLAN
 - A-2-24 EXISTING/ACCESSIBILITY PLAN
 - A-2-25 EXISTING/ACCESSIBILITY PLAN
 - A-2-26 EXISTING/ACCESSIBILITY PLAN
 - A-2-27 EXISTING/ACCESSIBILITY PLAN
 - A-2-28 EXISTING/ACCESSIBILITY PLAN
 - A-2-29 EXISTING/ACCESSIBILITY PLAN
 - A-2-30 EXISTING/ACCESSIBILITY PLAN
 - A-2-31 EXISTING/ACCESSIBILITY PLAN
 - A-2-32 EXISTING/ACCESSIBILITY PLAN
 - A-2-33 EXISTING/ACCESSIBILITY PLAN
 - A-2-34 EXISTING/ACCESSIBILITY PLAN
 - A-2-35 EXISTING/ACCESSIBILITY PLAN
 - A-2-36 EXISTING/ACCESSIBILITY PLAN
 - A-2-37 EXISTING/ACCESSIBILITY PLAN
 - A-2-38 EXISTING/ACCESSIBILITY PLAN
 - A-2-39 EXISTING/ACCESSIBILITY PLAN
 - A-2-40 EXISTING/ACCESSIBILITY PLAN
 - A-2-41 EXISTING/ACCESSIBILITY PLAN
 - A-2-42 EXISTING/ACCESSIBILITY PLAN
 - A-2-43 EXISTING/ACCESSIBILITY PLAN
 - A-2-44 EXISTING/ACCESSIBILITY PLAN
 - A-2-45 EXISTING/ACCESSIBILITY PLAN
 - A-2-46 EXISTING/ACCESSIBILITY PLAN
 - A-2-47 EXISTING/ACCESSIBILITY PLAN
 - A-2-48 EXISTING/ACCESSIBILITY PLAN
 - A-2-49 EXISTING/ACCESSIBILITY PLAN
 - A-2-50 EXISTING/ACCESSIBILITY PLAN

WALL PARTITION/LINETYPE KEY:

- EXISTING WALL TO REMAIN
- - - EXISTING WALL OR ITEM TO BE REMOVED
- EXISTING WALL OR ITEM TO BE REMOVED

COMMERCIAL APPLICABLE CODES:

- 2015 INTERNATIONAL BUILDING CODE (IBC)
- 2015 INTERNATIONAL FIRE CODE (IFC)
- 2015 INTERNATIONAL MECHANICAL, ELECTRICAL AND PLUMBING CODE (IMC)
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
- 2015 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101 LIFE SAFETY CODE
- 2015 ILLINOIS STATE PLUMBING CODE
- 2015 ILLINOIS STATE ELECTRICAL CODE
- 2015 ILLINOIS STATE MECHANICAL CODE
- 2015 ILLINOIS STATE FIRE ALARM AND SIGNALING CODE
- 2015 ILLINOIS STATE ACCESSIBILITY CODE
- 2015 ILLINOIS STATE ENERGY CODE
- 2015 ILLINOIS STATE ENVIRONMENTAL CODE
- 2015 ILLINOIS STATE HEALTH CARE FACILITY CODE
- 2015 ILLINOIS STATE HUMANITIES CODE
- 2015 ILLINOIS STATE INFRASTRUCTURE CODE
- 2015 ILLINOIS STATE LANDMARKS CODE
- 2015 ILLINOIS STATE MARINE CODE
- 2015 ILLINOIS STATE NATURE RESOURCES CODE
- 2015 ILLINOIS STATE PUBLIC WORKS CODE
- 2015 ILLINOIS STATE TRANSPORTATION CODE
- 2015 ILLINOIS STATE UTILITIES CODE
- 2015 ILLINOIS STATE WASTE MANAGEMENT CODE
- 2015 ILLINOIS STATE WATER RESOURCES CODE
- 2015 ILLINOIS STATE ZONING CODE



SCALE:	1/4" = 1'-0"
DRAWN:	RBP 10-9-23
CHKD:	RBP 11-9-23
APPD:	
FILE:	108 W. St. Charles, IL, 108

KYO RAMEN & POKE BOWL

RESTAURANT RENOVATION
108 W. ST. CHARLES ROAD
LOMBARD, ILLINOIS 60148

DEMOLITION PLAN

NO.	REVISION DESCRIPTION	DATE
11-9-23	ISSUED FOR HEALTH-BLOG DEPT REVIEW	11-9-23
10-29-23	ISSUED FOR PERMITS	10-29-23
10-19-23	PROGRESSIVE PERMITS FOR ISSUED FOR PERMITS	10-19-23
10-11-23	ISSUED FOR REFERENCE	10-11-23

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Randy B. Pruyn, NCARB, ALA

NCARB Certified Member Association of Licensed Architects

407 S. Edison Avenue
Lombard, Illinois 60148

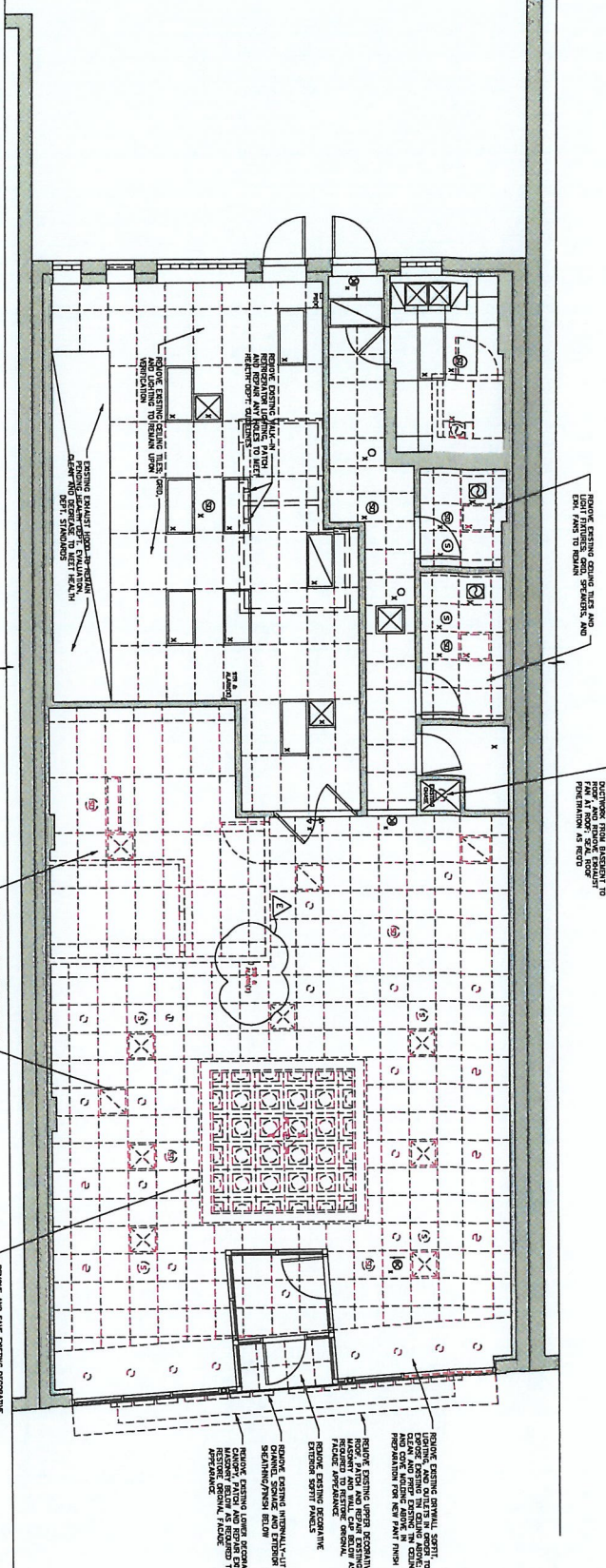
phone: 630.213.4008
email: randy@pruyn.com
website: www.pruyn-design.com

REFLECTED CEILING
DEMOLITION PLAN

SCALE: 1/4" = 1'-0"



1



NOTE: FOR CLARITY SEE DWG. RA-2
DUCTWORK LOCATED ABOVE SUSPENDED
CEILING BEING REMOVED

- CONSTRUCTION NOTES:
1. REMOVE EXISTING CEILING, LIGHT FIXTURES, AND HANGERS. REMOVE EXISTING INTERMEDIATE WALL PARTITION. REMOVE EXISTING LIGHT FIXTURES, AND DISCONNECTIVE CEILING. REMOVE EXISTING INTERMEDIATE WALL PARTITION. REMOVE EXISTING LIGHT FIXTURES, AND DISCONNECTIVE CEILING. REMOVE EXISTING INTERMEDIATE WALL PARTITION. REMOVE EXISTING LIGHT FIXTURES, AND DISCONNECTIVE CEILING.
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DATE: 11/20/24

SCALE: 1/4" = 1'-0"
DRAWN: RBP 10-10-23
CHKD: RBP 11-27-23
APPD:
FILE: 188 W. St. Charles - RA-1.dwg

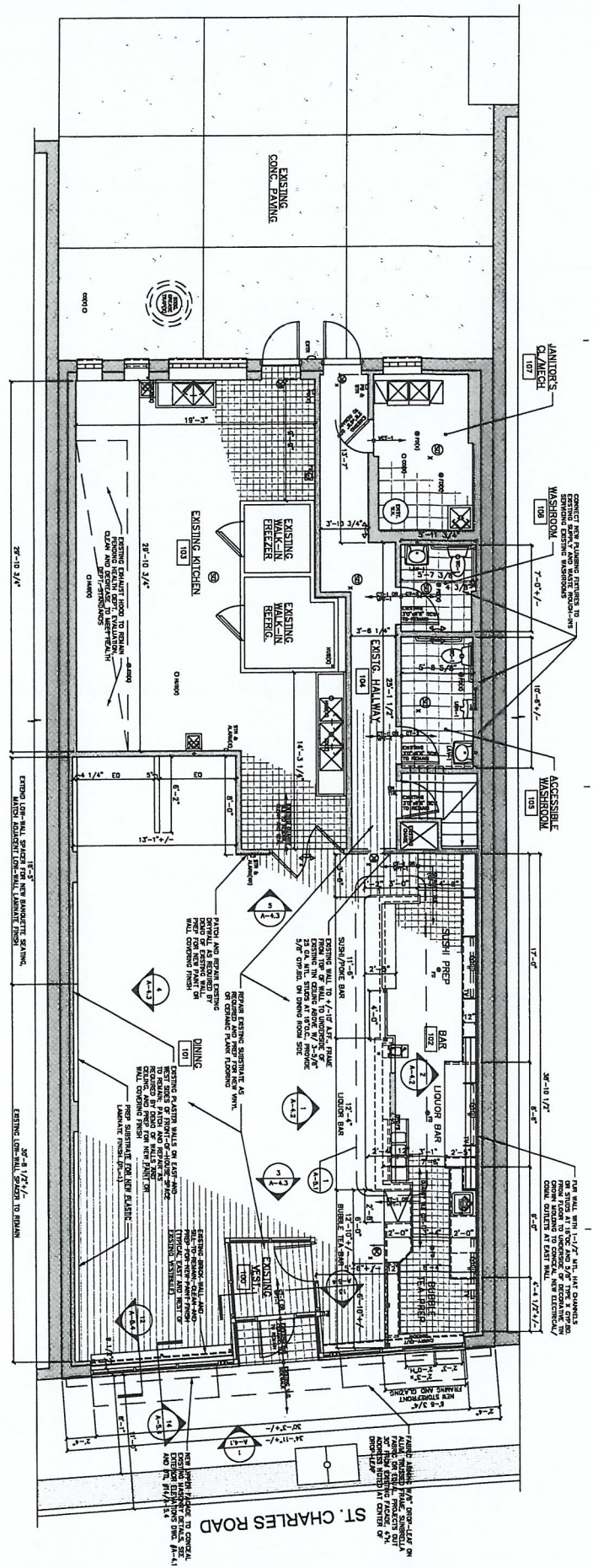


KYO RAMEN & POKE BOWL
RESTAURANT RENOVATION
188 W. ST. CHARLES ROAD
LOMBARD, ILLINOIS 60148
REFLECTED CEILING DEMO. PLAN

REVISION	DESCRIPTION	DATE
E	BLOG DEPT REVIEW CORRECTIONS	11-27-23
D	ISSUED FOR HEALTH-BLDG DEPT REVIEW	11-9-23
C	ISSUED FOR ESTIMATING	10-29-23
B	PROGRESS SET-ISSUED FOR REFERENCE	10-19-23
A	ISSUED FOR REFERENCE	10-11-23
MA		

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phone: 630.212.4408
email: randy@rbpruyin.com
website: www.randypruyin.com



PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"



- CORRECTION NOTES:**
1. EXISTING WALL, PER THE 2012 RC STRUCTURE CODE, SHALL BE REMOVED TO PERMIT FOR THE PROPOSED FLOOR PLAN.
 2. THE PROPOSED WALLS SHALL BE CONSTRUCTED PER THE RC STRUCTURE CODE, AND SHALL BE FINISHED TO MATCH THE EXISTING WALLS.
 3. THE PROPOSED WALLS SHALL BE CONSTRUCTED PER THE RC STRUCTURE CODE, AND SHALL BE FINISHED TO MATCH THE EXISTING WALLS.
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 16. THE PROPOSED WALLS SHALL BE CONSTRUCTED PER THE RC STRUCTURE CODE, AND SHALL BE FINISHED TO MATCH THE EXISTING WALLS.
 17. THE PROPOSED WALLS SHALL BE CONSTRUCTED PER THE RC STRUCTURE CODE, AND SHALL BE FINISHED TO MATCH THE EXISTING WALLS.
 18. THE PROPOSED WALLS SHALL BE CONSTRUCTED PER THE RC STRUCTURE CODE, AND SHALL BE FINISHED TO MATCH THE EXISTING WALLS.
 19. THE PROPOSED WALLS SHALL BE CONSTRUCTED PER THE RC STRUCTURE CODE, AND SHALL BE FINISHED TO MATCH THE EXISTING WALLS.
 20. THE PROPOSED WALLS SHALL BE CONSTRUCTED PER THE RC STRUCTURE CODE, AND SHALL BE FINISHED TO MATCH THE EXISTING WALLS.
- FINISHES:**
1. EXISTING WALLS SHALL BE REFINISHED TO MATCH THE EXISTING WALLS.
 2. NEW WALLS SHALL BE FINISHED TO MATCH THE EXISTING WALLS.
 3. NEW WALLS SHALL BE FINISHED TO MATCH THE EXISTING WALLS.
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 19. NEW WALLS SHALL BE FINISHED TO MATCH THE EXISTING WALLS.
 20. NEW WALLS SHALL BE FINISHED TO MATCH THE EXISTING WALLS.

MARK	DESCRIPTION	MARK	DESCRIPTION
WC-1	FLOOR FINISHED TO MATCH THE EXISTING FLOOR FINISH. THE FINISH SHALL BE 1/2" THICK, POLISHED, LIGHT BROWN TERRAZZO TILE. THE FINISH SHALL BE INSTALLED TO MATCH THE EXISTING FINISH. SEE FINISH SCHEDULE FOR DETAILS.	F-3	TRAFFIC FLOOR FINISH, 1/2" THICK, POLISHED, LIGHT BROWN TERRAZZO TILE. THE FINISH SHALL BE INSTALLED TO MATCH THE EXISTING FINISH. SEE FINISH SCHEDULE FOR DETAILS.
LN-1	WALL FINISHED TO MATCH THE EXISTING WALL FINISH. THE FINISH SHALL BE 1/2" THICK, POLISHED, LIGHT BROWN TERRAZZO TILE. THE FINISH SHALL BE INSTALLED TO MATCH THE EXISTING FINISH. SEE FINISH SCHEDULE FOR DETAILS.	F-4	1/4" THICK POLISHED LIGHT BROWN TERRAZZO TILE ON ALL FLOORS.
F-2	WALL FINISHED TO MATCH THE EXISTING WALL FINISH. THE FINISH SHALL BE 1/2" THICK, POLISHED, LIGHT BROWN TERRAZZO TILE. THE FINISH SHALL BE INSTALLED TO MATCH THE EXISTING FINISH. SEE FINISH SCHEDULE FOR DETAILS.	F-5	1/4" THICK POLISHED LIGHT BROWN TERRAZZO TILE ON ALL FLOORS.

WALL PARTITION/LINETYPE KEY:

--- EXISTING WALL TO REMAIN

== EXISTING WALL TO BE REFINISHED

--- NEW WALL



SCALE: 1/4" = 1'-0"
DRAWN: RBP 2-23-23
CHKD: RBP 11-8-23
APP: 2327
FILE: 188 @ St. Charles_231219.rvt



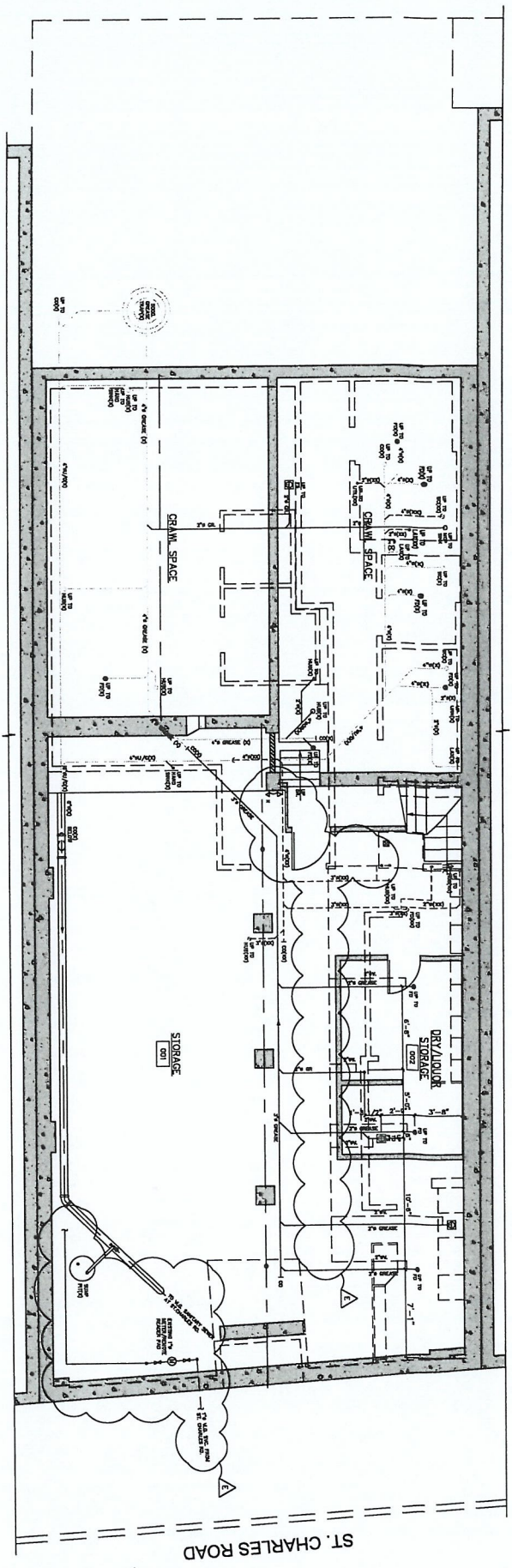
KYO RAMEN & POKE BOWL
 RESTAURANT RENOVATION
 108 W. ST. CHARLES ROAD
 LOMBARD, ILLINOIS 60148

FLOOR PLAN

REVISION DESCRIPTION	DATE
ISSUED FOR HEALTH-BLUE DEPT REVIEW	11-27-23
ISSUED FOR HEALTH-BLUE DEPT REVIEW	11-27-23
ISSUED FOR HEALTH-BLUE DEPT REVIEW	11-27-23
ISSUED FOR HEALTH-BLUE DEPT REVIEW	11-27-23
ISSUED FOR HEALTH-BLUE DEPT REVIEW	11-27-23
ISSUED FOR HEALTH-BLUE DEPT REVIEW	11-27-23

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 phone: 630.212.4038
 email: randy@rpruyn.com
 website: www.rpruyn.com



BASEMENT FLOOR PLAN
 SCALE: 1/4" = 1'-0"

- WALL PARTITION/LINE/TYPE KEY:**
- EXISTING WALL TO REMAIN
 - - - EXISTING WALL OR PART TO BE REMOVED
- PIPING LINE/TYPE KEY:**
- EXISTING PIPING TO BE REMOVED (X)
 - - - EXISTING PIPING TO REMAIN (O)
 - ... EXISTING UNDERGROUND PIPING TO REMAIN - U/200
 - NEW PIPING
 - - - NEW NEW PIPING - N



SCALE:	1/4" = 1'-0"
DRAWN:	RBP 10-25-23
CHKD:	RBP 11-27-23
APPD:	
FILE:	108 W. St. Charles_A14.dwg



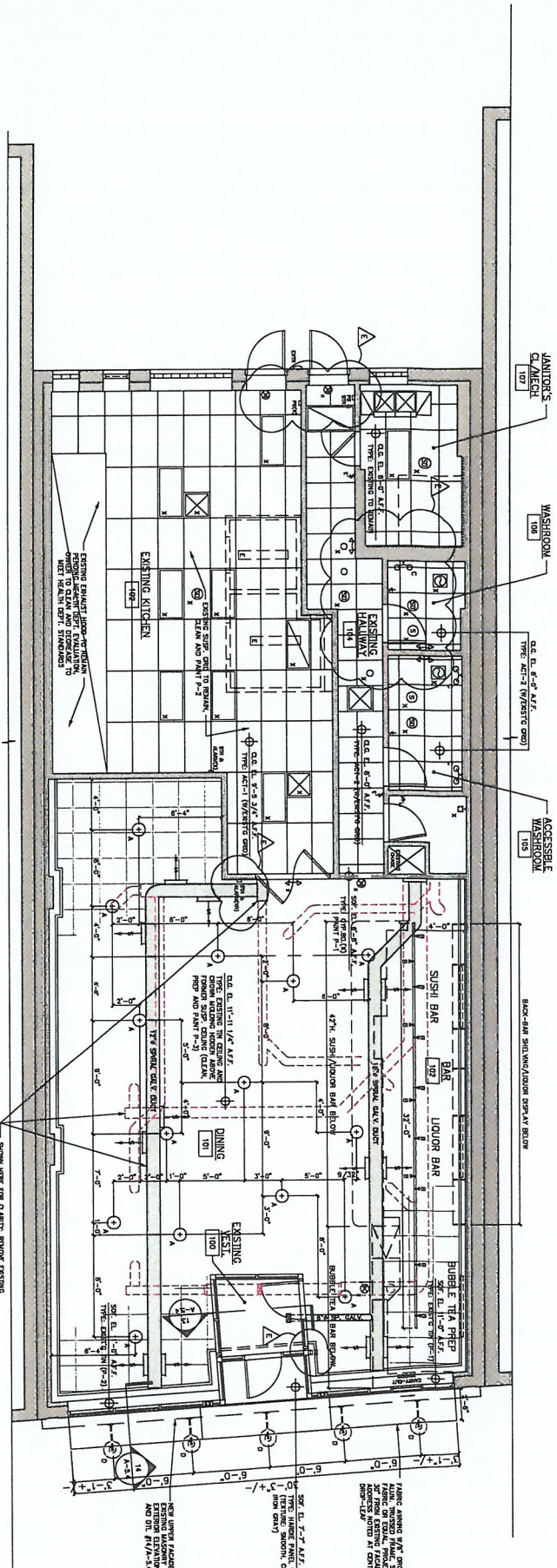
KYO RAMEN & POKE BOWL
 RESTAURANT RENOVATION
 108 W. ST. CHARLES ROAD
 LOMBARD, ILLINOIS 60148

BASEMENT FLOOR PLAN

NO.	REVISION DESCRIPTION	DATE
E	BLDG DEPT REVIEW CORRECTIONS	11-27-23
D	ISSUED FOR HEALTH-BLDG DEPT REVIEW	11-27-23
C	REVISED FOR ESTIMATING	10-25-23
B	PROGRESS SET-ASAP FOR REFERENCE	10-10-23
A	ISSUED FOR PREFERENCE	10-11-23

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 60148
 Phone: 630.212.4428
 E-Mail: randy@pruyin.com
 Website: www.pruyindesign.com



PROPOSED REFLECTED CEILING PLAN



SYMBOL	DESCRIPTION
⊙	EM LIGHTING SCHEDULE
⊕	EM LIGHTING SCHEDULE
⊖	EM LIGHTING SCHEDULE

SYMBOL	DESCRIPTION
⊙	EM LIGHTING SCHEDULE
⊕	EM LIGHTING SCHEDULE
⊖	EM LIGHTING SCHEDULE

- GENERAL REFLECTED CEILING NOTES:**
1. ALL REFLECTED CEILING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND NFPA 70.
 2. ALL REFLECTED CEILING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND NFPA 70.
 3. ALL REFLECTED CEILING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND NFPA 70.
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 11. ALL REFLECTED CEILING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND NFPA 70.
 12. ALL REFLECTED CEILING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND NFPA 70.

- WALL PARTITION/LINETE KEY:**
- EXISTING WALL TO REMAIN
 - EXISTING WALL OR TYPED TO BE REMOVED
 - EXISTING WALL OR TYPED TO BE REMOVED
 - EXISTING WALL OR TYPED TO BE REMOVED

Mechanical/Plumbing Notes:

1. EXISTING HANGERS/CLAMPING SYSTEM SHALL BE MAINTAINED AND REPAIRS MADE AS NECESSARY.
2. EXISTING HANGERS/CLAMPING SYSTEM SHALL BE MAINTAINED AND REPAIRS MADE AS NECESSARY.
3. EXISTING HANGERS/CLAMPING SYSTEM SHALL BE MAINTAINED AND REPAIRS MADE AS NECESSARY.
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12. EXISTING HANGERS/CLAMPING SYSTEM SHALL BE MAINTAINED AND REPAIRS MADE AS NECESSARY.

EM LIGHTING SCHEDULE

SYMBOL	DESCRIPTION
⊙	EM LIGHTING SCHEDULE
⊕	EM LIGHTING SCHEDULE
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SYMBOL	DESCRIPTION
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Professional Seal:

North Arrow:

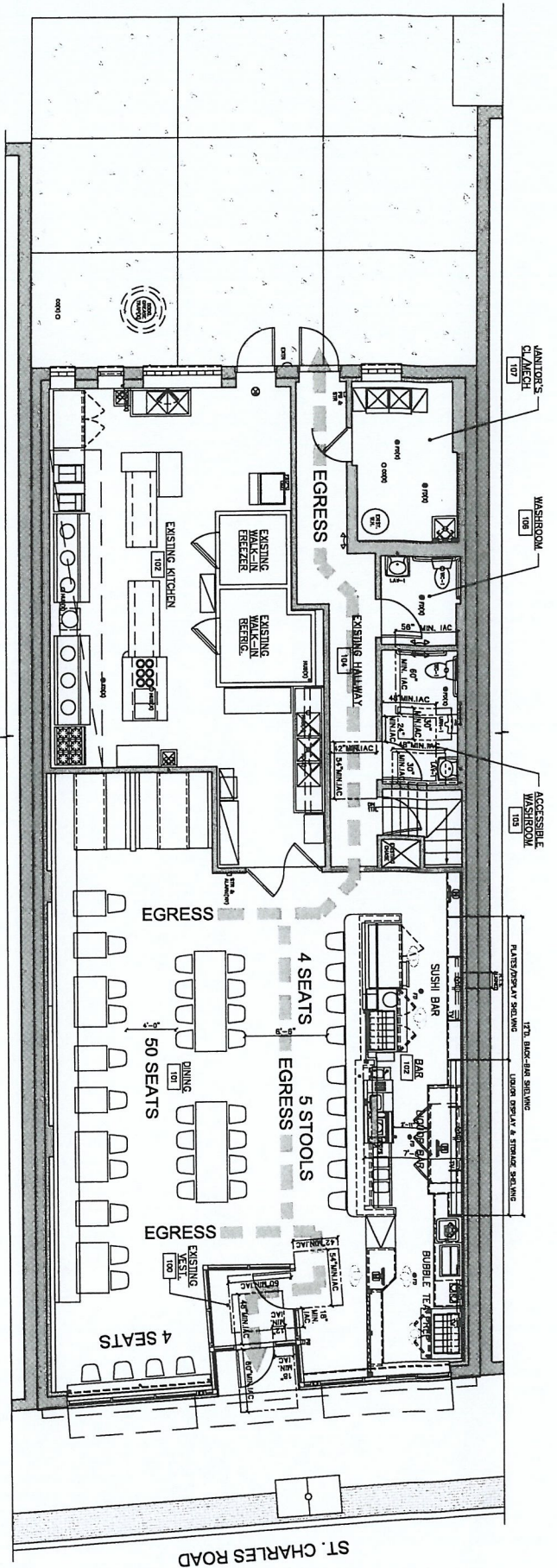
Project Information:
KYO RAMEN & POKE BOWL
 RESTAURANT RENOVATION
 108 W. ST. CHARLES ROAD
 LOMBARD, ILLINOIS 60148
REFLECTED CEILING PLAN

NO.	REVISION DESCRIPTION	DATE
E	BLDG DEPT REVIEW CORRECTIONS	11-27-23
D	ISSUED FOR HEALTH-BLOG DEPT REVIEW	11-9-23
C	ISSUED FOR ESTIMATING	11-2-23
B	PROGRESSIVE CHECK FOR REFERENCE	10-31-23
A	ISSUED FOR REFERENCE	10-13-23
REV.		

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 Lombard, Illinois 60148
 Phone: 630.212.4408
 Email: randy@rbpruy.com
 Website: www.rbpruy.com

Scale: 1/4" = 1'-0"
Drawn: RBP 10-13-23
Checked: RBP 11-27-23
Appr'd: RBP 11-27-23
File: 108 W. St. Charles, ALA.rvt



PROPOSED SEATING PLAN
 SCALE: 1/4" = 1'-0"



WALL PARTITION/LINE/TYPE KEY:
 ——— EXISTING WALL, TO REMAIN
 - - - - EXISTING WALL, OR NEW TO BE FINISHED



SCALE:	1/4" = 1'-0"
DRAWN:	RBP 10-16-23
CHKD:	RBP 11-27-23
APPD:	
FILE:	108 9 St. Charles_R11-24

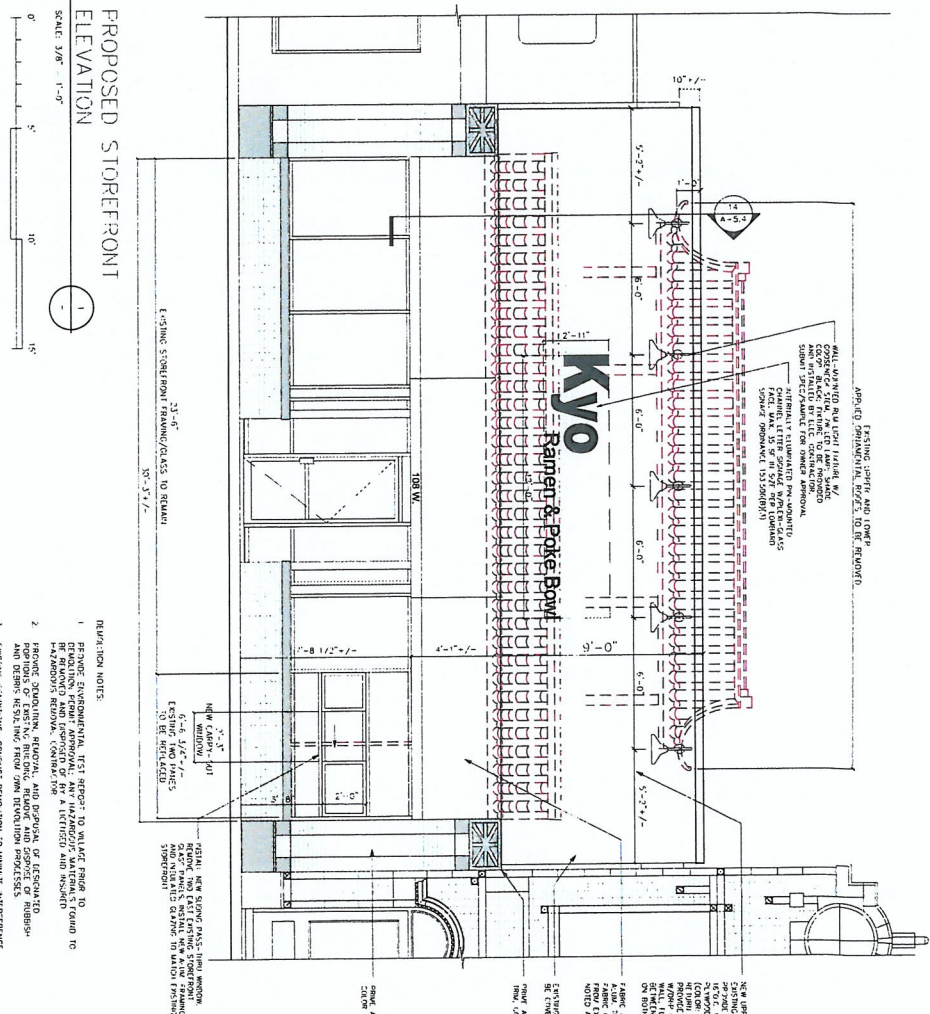


KYO RAMEN & POKE BOWL
 RESTAURANT RENOVATION
 108 W. ST. CHARLES ROAD
 LOMBARD, ILLINOIS 60148
SEATING/EGRESS PLAN

NO.	REVISION DESCRIPTION	DATE
E	BLDG DEPT REVIEW CORRECTIONS	11-27-23
D	ISSUED FOR HEALTH-BLDG DEPT REVIEW	11-9-23
B	PROGRESS SET- ISSUED FOR REFERENCE	10-18-23
A	ISSUED FOR REFERENCE	10-16-23
N/A	REVISION DESCRIPTION	

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PROPOSED STOREFRONT ELEVATION

SCALE: 3/8" = 1'-0"



- REVISION NOTES**
1. FINISH ENVIRONMENTAL TEST REPORT TO VERIFY FINISH TO BE REVISED AND REPORTED BY A LICENSED AND INSURED IN-STATE LABORER. CONTACT FOR: [REDACTED]
 2. REMOVE SCHEDULING, MATERIAL, AND DIRECTION OF FLOORING AND DEMOS. RE-INSTALL FLOOR FROM JMW RENOVATION PROJECTS.
 3. EXISTING CANTONMENT CONCRETE TO BE MAINTAINED WHEREVER POSSIBLE AND REPAIRS TO BE MADE TO MATCH EXISTING. REMOVE TEMPORARY BRACKETS AND REPAIRS TO MATCH EXISTING. REMOVE TEMPORARY BRACKETS AND REPAIRS TO MATCH EXISTING. REMOVE TEMPORARY BRACKETS AND REPAIRS TO MATCH EXISTING.
 4. PREPARATION: ELECT AND MAINTAIN WEATHERPROOF TO CORRECTS FROM SCHEDULE OF FINISHES. FLOORING AND TRIMS TO BE MAINTAINED WHEREVER POSSIBLE AND REPAIRS TO BE MADE TO MATCH EXISTING. REMOVE TEMPORARY BRACKETS AND REPAIRS TO MATCH EXISTING. REMOVE TEMPORARY BRACKETS AND REPAIRS TO MATCH EXISTING.
 5. EXISTING: REMOVE ALL ANCHORS AND CEMENT. REMOVE BRACKETS AND REPAIRS TO MATCH EXISTING. REMOVE BRACKETS AND REPAIRS TO MATCH EXISTING. REMOVE BRACKETS AND REPAIRS TO MATCH EXISTING.



SCALE: 3/8" = 1'-0"
 DRAWN: RBP 9-23-23
 CHECKED: PBP 11-9-23
 APP'D: [Signature]
 FILE: 2327

KYO RAMEN & POKE BOWL
 RESTAURANT RENOVATION
 108 W. ST. CHARLES ROAD
 LOMBARD, ILLINOIS 60148

NO.	REVISION DESCRIPTION	DATE
D	ISSUED FOR HEALTH-DEPT REVIEW	11-9-23
C	ISSUED FOR ESTIMATING	11-2-23
B	PROGRESS SET ISSUED FOR REFERENCE	10-12-23
A	ISSUED FOR REFERENCE	10-11-23

THIS DRAWING HAS NOT BEEN REVIEWED AND IS THE SOLE RESPONSIBILITY OF THE ARCHITECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.

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RESOLUTION
R _____

**A RESOLUTION APPROVING A DOWNTOWN RESTAURANT FORGIVABLE
LOAN AND A DOWNTOWN RENOVATION AND IMPROVEMENT GRANT
FOR THE PROPERTY COMMONLY KNOWN AS 108 W. ST. CHARLES ROAD**

WHEREAS, the Village of Lombard (the “Village”) disburses funds for the Downtown Restaurant Forgivable Loan Program and the Downtown Renovation and Improvement Grant (the “Programs”) 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 selected eligible capital building improvements; and,

WHEREAS, property owner Mingli Dai and business owner/tenant Gold Fish Restaurant, Inc. d/b/a Kyo Ramen & Poke Bowl (the “Applicant”), desires to participate in these Programs for eligible interior and exterior renovations to the building (the “Project”) located at 108 W. St. Charles Road, Lombard, Illinois (the “Subject Property”) and,

WHEREAS, the Project shall consist of those renovations 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 the following:

1. A Downtown Renovation and Improvement Grant of up to \$18,841 for the proposed façade modifications and related eligible components;
2. A Restaurant Forgivable Loan of up to \$83,196 for the proposed related tenant modifications; and
3. Pursuant to the Programs, applicable Village building permit fees in an amount not to exceed the respective grant caps of \$1,500 for each of the two grants.

Such funding 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. Building permits must be received for the applicable work, with completion and passage of all required inspections.
2. Work shall be complete one year from the date of approval by the ECDC.
3. Before the grant can be paid out, the owner applicant shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form. The Village shall pay out to the grant recipient based upon the grant parameters limitations set forth within the respective Policies.
4. After the grant funds are paid, the owner/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 subject Property in accordance with all Village codes and ordinances, and obtain 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 _____, 2023, pursuant to a roll call vote as follows:

Resolution No. _____
108 W. St. Charles Road

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____ day of _____, 2023.

Keith T. Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

Resolution No. _____
108 W. St. Charles Road

EXHIBIT A
Legal Description

108 W. ST. CHARLES ROAD (06-07-204-030)

THE WEST 35 FEET OF THE EAST 135 FEET OF LOT 7 IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF SECTIONS 5, 6, 7, 8 TO 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.

EXHIBIT B

**DOWNTOWN RESTAURANT FORGIVABLE LOAN PROGRAM AND
DOWNTOWN RENOVATION AND IMPROVEMENT GRANT AGREEMENT**

This Downtown Restaurant Forgivable Loan Program and Downtown Renovation and Improvement Grant Agreement (hereinafter referred to as the “Agreement”) Agreement is entered into this 21st day of December, 2023, by and between the Village of Lombard, Illinois, (hereinafter referred to as the “Village”), and property owner Mingli Dai and business owner/tenant Gold Fish Restaurant, Inc. d/b/a Kyo Ramen & Poke Bowl (hereinafter referred to as “Applicant”), for the property located at 108 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”).

WITNESSETH

WHEREAS, the Village, pursuant to Chapter 36 of the Lombard Village Code, has established a Downtown Restaurant Forgivable Loan and Downtown Renovation and Improvement Grant Programs (hereinafter referred to as the “Programs”), and, as such, will provide assistance 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 selected interior and exterior 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 Programs, for proposed renovations at the Subject Property; with said 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 the following not to exceed amounts (hereinafter referred to as the “Grants”).

1. A Downtown Renovation and Improvement Grant of up to \$18,841 for the proposed façade modifications and related eligible components;
2. A Restaurant Forgivable Loan of up to \$83,196 for the proposed related tenant modifications; and
3. Pursuant to the Programs, applicable Village building permit fees in an amount not to exceed the respective grant caps of \$1,500 for each of the two grants.

Such Grants 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 Chapter 36 of the Lombard Village Code, and has paid for the Project.

The maximum amount of the Downtown Renovation and Improvement Grant, as set forth above, is based upon the Applicant expending no less than thirty-seven thousand, six hundred and eighty-one and 00/100 dollars (\$37,681.00) in eligible costs relation to the Project. If 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-half (1/2) of the amount expended by the Applicant in relation to the Project.

The maximum amount of the Restaurant Forgivable Loan, as set forth above, is based upon the Applicant expending no less than two hundred and forty-nine thousand, five hundred ninety and 00/100 dollars (\$249,590.00) in eligible costs in relation to the Project. If 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:

1. Building permits must be received for the applicable work, with completion and passage of all required inspections.
2. Work shall be complete one year from the date of approval by the ECDC.
3. Before the grant can be paid out, the owner applicant shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form. The Village shall pay out to the grant recipient based upon the grant parameters limitations set forth within the respective Policies.
4. After the grant funds are paid, the owner/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 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 Restaurant Forgivable Loan 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.

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.

Resolution No. _____
108 W. St. Charles Road

VILLAGE OF LOMBARD

By: Keith T. Giagnorio, Village President

Attest: Elizabeth Brezinski, Village Clerk

Resolution No. _____
108 W. St. Charles Road

APPLICANT/OWNER

Gold Fish Restaurant, Inc. (Mingli Dai)

Resolution No. _____
108 W. St. Charles Road

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. _____
108 W. St. Charles Road

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 Mingli Dai, property owner and agent of Gold Fish Restaurant, Inc., personally known to me to be the owner 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 _____, 2023.

Commission expires _____, 20____.

Notary Public

Resolution No. _____
108 W. St. Charles Road

EXHIBIT 1
Legal Description

108 W. ST. CHARLES ROAD (06-07-204-030)

THE WEST 35 FEET OF THE EAST 135 FEET OF LOT 7 IN BLOCK 11 IN THE TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF SECTIONS 5, 6, 7, 8 TO 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.

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/Owner proposes to make exterior and interior improvements for a new full-service sit-down restaurant.

Exterior work consists of the following:

1. Removing the existing Lom Ling storefront ornamentation,
2. Repairing and painting the existing masonry facade,
3. Add new fabric awning with aluminum truss frame,
4. Adding new wall signage and external gooseneck lighting, and
5. Installing a new walk-up carry-out window in the existing east two panes of the storefront.

Interior work includes, but is not limited to:

1. Renovation of the existing restaurant's front-of-house, washrooms, and storefront.
2. Reflected ceiling demolition;
3. Patch/repair internal walls;
4. New cabinetry, millwork, tile for the sushi bar, liquor bar, and bubble tea bar infrastructure along the length of the existing dining room's east wall;
5. Selected flooring, painting, ceilings as noted throughout the plan set; and
6. Related plumbing, electrical, and HVAC work.