

RESOLUTION NO. 05-25

**A RESOLUTION APPROVING A FIRST AMENDMENT FOR A BUSINESS RETENTION
ECONOMIC INCENTIVE AND SALES TAX REBATE AGREEMENT FOR
PRAIRIE FOOD CO-OP TO BE LOCATED AT
837 SOUTH WESTMORE-MEYERS ROAD, LOMBARD, ILLINOIS**

WHEREAS, Prairie Food Co-op, an Illinois business corporation (the “Business Owner”) has entered into a lease agreement to occupy an existing retail space of approximately 7,860 square feet in size, also known as Unit A4-1 (the “Tenant Space”) within the Eastgate Shopping Center located at 837 S. Westmore-Meyers Road, Lombard, Illinois 60148 (the “Subject Property”); and

WHEREAS, the Business Owner in the process of completing efforts to substantially renovate, improve and upgrade the Tenant Space for a new co-op retail grocery store, selling groceries and prepared foods and beverages (collectively the “Project”); and

WHEREAS, on November 7, 2024, the Village adopted Resolution 58-24 which approved a “Business Retention Economic Incentive and Sales Tax Agreement for Prairie Food Co-op to be Located at 837 South Westmore-Meyers Road, Lombard, Illinois” (the “Agreement”) with the Business Owner; and

WHEREAS, the Business Owner is requesting an amendment to the Agreement relative to the completion timelines and milestones for the Project; and

WHEREAS, the Village's Economic and Community Development Committee considered the request on February 10, 2025 and recommended approval of the request; and

WHEREAS, that attached hereto as EXHIBIT 1 and made part hereof, is a first amendment to the Agreement, between the Business Owner and the Village, which sets forth the revisions necessary to facilitate the requested changes (the "First Amendment"); and

WHEREAS, the Village Board deems it to be in the best interests of the Village to approve the First Amendment, so that the amended timeline provisions within the Agreement are memorialized.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

- A. That the Agreement attached hereto as Exhibit 1 is hereby approved.
- B. That the Village President and Village Clerk are hereby authorized and directed to execute said Agreement, on behalf of the Village, and to execute any additional documents, on behalf of the Village, in furtherance of said Agreement and the terms thereof.

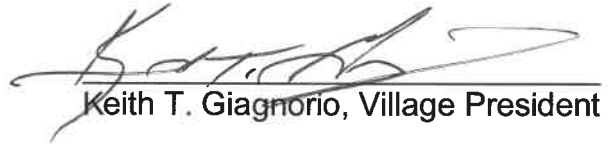
ADOPTED this 20th day of February, 2025, pursuant to a roll call vote as follows:

AYES: Trustee LaVaque, Puccio, Dudek, Militello and Bachner

NAYS: None

ABSENT: None

APPROVED by me this 20th day of February, 2025.


Keith T. Giagnorio, Village President

ATTEST:

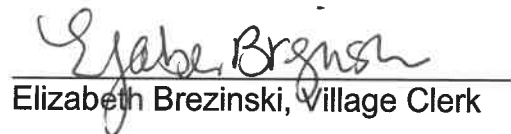

Elizabeth Brezinski, Village Clerk

Exhibit 1

First Amendment to the Business Retention Economic Incentive and Tax Rebate Agreement

(attached)

**FIRST AMENDMENT FOR A BUSINESS RETENTION ECONOMIC INCENTIVE AND
SALES TAX REBATE AGREEMENT FOR
PRAIRIE FOOD CO-OP TO BE LOCATED AT
837 SOUTH WESTMORE-MEYERS ROAD, LOMBARD, ILLINOIS**

This First Amendment to Economic Incentive Agreement (the "First Amendment") is made and entered into as of the ____ day of _____, 2025, by and between the VILLAGE OF LOMBARD, an Illinois non-home rule municipal corporation (the "Village") and PRAIRIE FOOD CO-OP, an Illinois business corporation (the "Business Owner"). (The Village and the Business Owner are sometimes referred to herein collectively as the "Parties.")

WITNESSETH

WHEREAS, pursuant to Resolution 58-24, adopted November 7, 2024, the Village approved a "Business Retention Economic Incentive and Sales Tax Agreement for Prairie Food Co-op to be Located at 837 South Westmore-Meyers Road, Lombard, Illinois" (the "Agreement") with the Business Owner; and

WHEREAS, the Village and the Business Owner desire to amend certain provisions of the Agreement relative to completion timelines; and

WHEREAS, it is in the best interests of the Village and the Business Owner to enter into this First Amendment;

NOW, THEREFORE, in consideration of the foregoing, other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That Article II, Section 2.03 (B) of the Agreement is hereby amended as follows:

Business Owner shall obtain a certificate of occupancy for the Project on or before February 4, 2025 subject to the *Force Majeure* provisions of Section 5.01 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF LOMBARD,
an Illinois non-home rule municipal corporation

ATTEST:

By: _____
Keith Giagnorio, Village President

By: _____
Elizabeth Brezinski, Village Clerk

Date: _____, 2025

Date: _____, 2025

PRAIRIE FOOD CO-OP,
an Illinois business corporation

By: _____
Name: Leslee Keri
Title: President

Date: _____

ACKNOWLEDGMENT

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 Giagnorio and Elizabeth Brezinski, personally known to me to be the President and Village Clerk of the Village of Lombard, 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 Village Council of said Illinois corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2025.

Notary Public

ACKNOWLEDGMENT

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 Leslee Keri, personally known to me to be the President of Prairie Food Co-op, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Manager, he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Notary Public

Exhibit A

**Legal Description of the
Property Covered by the Agreement**

LOT 1 IN RAYMOND W. MACDONALD COUNTY CLERK'S EASTGATE SHOPPING CENTER ASSESSMENT PLAT IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1976 AS DOCUMENT R76-72686, IN DUPAGE COUNTY, ILLINOIS.

Parcel Number: 06-16-117-007 (the "Subject Property").

Common Address: 837 S. Westmore-Meyers Road, Lombard, IL 60148

Tenant Space: Unit A4-1