

EXHIBIT B

**DOWNTOWN IMPROVEMENT AND RENOVATION GRANT PROGRAM
AGREEMENT**

This Agreement is entered into this 20th day of February, 2025, by and between the Village of Lombard, Illinois, (hereinafter referred to as the "Village"), and property owner Ed O'Neill/O'Neill's Pub (hereinafter referred to as "Applicant") for the property at 236 East 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"). 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 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, exterior renovations are desirable within the TIF Districts and contribute to an economically strong 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 236 East St. Charles Road, Lombard, Illinois; with said exterior and accessibility 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. Furthermore, the Village shall provide the Applicant an additional grant of up to three thousand, one hundred and seventy-five dollars (\$3,175), pursuant to the Program for the proposed exterior accessibility improvements for the proposed exterior patio area (the cumulatively sum 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 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: Should the exterior accessibility enhancements be undertaken as part of the Project at the expense of the Applicant, the Grant shall be at an amount not to exceed the lesser of \$3,175 or fifty percent (50%) of the amount expended by the Applicant in relation to the Project.

SECTION 3: The Applicant undertake the Project activities as set forth within Exhibit 2 and as more fully depicted as part of their submittal to the Village.


SECTION 4: 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 5: The Applicant 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.

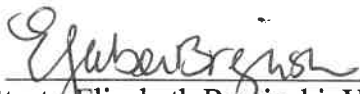
SECTION 6: In the event the Village terminates this Agreement as a result of the Applicant failing to comply with any of the terms of this Agreement, the Applicant shall be required to repay any amount of the Grant that has been disbursed by the Village.

SECTION 7: This Agreement shall be binding upon the successors and assigns of the Parties hereto.

VILLAGE OF LOMBARD


By: Keith T. Giagnorio, Village President

Resolution No. 12-25
236 East St. Charles Road (O'Neill's)


Attest: Elizabeth Brezinski, Village Clerk

APPLICANT


Ed O'Neill/O'Neill's Pub

Resolution No. 12-25
236 East St. Charles Road (O'Neill's)

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 20th day of Feb, 2025.

Commission expires April 1, 2026.

Monika Reszka
Notary Public



Resolution No. 12-25
236 East St. Charles Road (O'Neill's)

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 Ed O'Neill, 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 14 day of Feb., 2025.

Commission expires 5/8, 2025.



Notary Public

