#### **RESOLUTION 22-09**

### A RESOLUTION AUTHORIZING SIGNATURES OF THE VILLAGE MANAGER AND VILLAGE CLERK ON AN AGREEMENT AUTHORIZING THE REIMBURSEMENT OF FUNDS FOR A DOWNTOWN RETAIL BUSINESS GRANT FOR THE PROPERTY LOCATED AT 25 W. ST. CHARLES ROAD

WHEREAS, the Village is an agent for disbursement of funds for the Downtown Downtown Retail Business Grant Program under the authority granted by the Village Board and will provide monetary grants to qualified property owners in the Lombard Downtown Tax Increment Financing (TIF) District and the Lombard St. Charles TIF 1 West District to increase the economic viability of Downtown Lombard by attracting targeted retail businesses and assisting existing businesses (hereinafter referred to as the "Program"); and,

WHEREAS, Arlene Cairo and Emilia Nuño (hereinafter referred to collectively as "Owner"), wish to participate in the Program for renovation of the tenant space located at 25 W. St. Charles Road, Lombard, Illinois (hereinafter referred to as the "Project"); and,

WHEREAS, the Project will complement and support the Village's plans to maintain a quality Downtown;

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 Owner with a grant in an amount not to exceed \$20,000 pursuant to the Program (hereinafter referred to as the "Grant"). Such Grant shall be available to Owner upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the Project has been completed and Owner has paid all invoices for labor and materials in connection therewith.

Resolution No. 22-09 25 W. St. Charles Rd. Page 2

**SECTION 2:** The Owner agrees that the Project will be performed in accordance with the submitted application, attached as Exhibit "A" and made a part hereof.

**SECTION 3**: The Owner will comply with the following/taking the following actions in connection with the Project:

- a. Comply with all regulations and standards of the Program and all applicable building codes of the Village.
- b. Take all reasonable action to assure completion of the Project within six (6) months from the date of execution of this Agreement. Failure to complete the Project within six (6) months from the date of the adoption of this Ordinance shall result in forfeiture of the Grant.
- c. Allow inspection of the Project by authorized employees of the Village to assure compliance with federal, state, and local regulations related to the Grant, as well as compliance with applicable building codes of the Village.
- d. Maintain the financial records that pertain to the Project, and allow access thereto by authorized employees of the Village. At a minimum, all contracts, change order, bills, invoices, receipts, cancelled checks and partial and final waivers of liens shall be maintained and made available to the authorized employees of the Village.
- e. Submit copies of all final waivers of lien, cancelled checks and invoices related to the Project to the Department of Community Development.
- f. Submit to the Village a completed Illinois sales tax release form.

**SECTION 4:** The Owner agrees to maintain the business at 25 W. St. Charles Road in accordance with all Village codes and ordinances and agrees not to substantially change the use of the interior space of the building for which this Grant was received for a period of not less than three (3) years from the date of this Agreement.

**SECTION 5**: The Owner agrees that this Agreement may be duly recorded against the property located at 25 W. St. Charles Road to serve notice upon future purchasers, assigns, estate representatives, successors, mortgages, and all other interested persons of the conditions outlined in this Agreement.

Resolution No. 22-09 25 W. St. Charles Rd. Page 3

<u>SECTION 6</u>: The Village may suspend or terminate this Agreement if the Owner fails to comply with any of the terms of this Agreement. In the event of suspension or termination, the Business Owner shall be required to repay any amount of the grant disbursed.

**SECTION 7**: That the Village Manager be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

**SECTION 8**: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 18<sup>th</sup> day of September, 2008.

Ayes: Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick and Soderstrom

Nayes: None

Absent: None

Approved this 18<sup>th</sup> day of September, 2008.

William J. Mueller Village President

Mula

ATTEST:

Brigitte Ø'Brien

Village Člerk

#### AGREEMENT CONCERNING PARTICIPATING IN THE DOWNTOWN RETAIL BUSINESS PROGRAM

This Agreement, entered into this 18th day of September, 2008, by and between the Village of Lombard, Illinois, (the "Village"), West Suburban Bank Trust No. 8927 (hereinafter referred to as "Property Owner") and Arlene Cairo and Emilia Nuño (hereinafter referred to collectively as "Business Owner"), who intend to business as a retail business at 25 W. St. Charles Road, Lombard, Illinois (said business location being legally described on Exhibit A attached hereto and made part hereof – hereinafter referred to as the "Subject Property"), with personal property being secured at 25 W. St. Charles Road, Lombard, Illinois.

#### WITNESSETH

WHEREAS, the Village, pursuant to Sections 36.70 through 36.74 of the Lombard Village Code, has established a Downtown Retail Business Grant Program (hereinafter referred to as the "Program") and, as such, will provide monetary grants to qualified business owners and property owners in the Eligible TIF Districts (as said term is defined in Section 36.71 of the Lombard Village Code) for the start-up of new businesses or the expansion of existing businesses in the Downtown; and

WHEREAS, this program will compliment and support the Village's plans to maintain a quality Central Business District; and

WHEREAS, certain retail businesses are desirable uses 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 Business Owner wishes to participate in this program for a retail business to be located at 25 W. St. Charles Road, Lombard, Illinois.

**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:



Downtown Retail Business Grant Agreement 25 W. St. Charles Road Page 2 of 13

SECTION 1: The Village shall grant up to \$20,000 for which Business Owner qualifies pursuant to the Downtown Retail Business Grant Program. Such loan shall be available to Business Owner upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the project has been completed and Business Owner has paid all invoices for labor and materials in connection therewith. The maximum amounts of the loan identified in this paragraph are based upon the Business Owner's expending for the projects no less than the estimated costs of \$40,000. In the event that Business Owner's expenditures for the project are less than said estimate, the loan shall be reduced by the same percentage as Business Owner's actual costs are less than the estimate.

SECTION 2: The Business Owner agrees that the project will be performed in accordance with the application approved by the Director of Community Development of the Village of Lombard, and attached hereto as Exhibit B and incorporated in this agreement.

**SECTION 3:** The Business Owner will perform the following obligations in connection with the project;

- a. Comply with all regulations and standards of the Village of Lombard Retail Business Grant Program and all applicable building codes.
- b. Take all reasonable action to assure completion of the project within nine months from the date of execution of this agreement. Failure to complete the project within nine months from the date of execution of this agreement may result in forfeiture of the loan and termination of this agreement.
- c. Allow inspection of the project by authorized employees of the Village to assure compliance with federal, state, and local regulations related to the loan, as well as compliance with applicable building codes.
- d. Maintain and allow access to the financial records that pertain to the project by authorized employees of the Village. At a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks and partial and final waivers of liens shall be kept.
- e. Submit copies of all final waivers of lien, canceled checks, and invoices related to the project to the Department of Community Development.
- f. Submit to the Village a completed Illinois sales tax release form.

Downtown Retail Business Grant Agreement 25 W. St. Charles Road Page 3 of 13

**SECTION 4:** The Business Owner and any subsequent owner agrees to maintain the business in accordance with local codes

SECTION 5: The Village may suspend or terminate this Agreement if the Business Owner fails to comply with any of the terms of this Agreement. In the event of suspension or termination, the Business Owner shall be required to repay any amount of the grant disbursed.

YILLAGE OF LOMBARD

By: Village Manager

Attest: Village Clerk

Downtown Retail Business Grant Agreement 25 W. St. Charles Road Page 4 of 13

BUSINESS OWNER (Lessee)
By:
Address
City, State
BUSINESS OWNER (Lessee)
By:
Address
City, State

Downtown Retail Business Grant Agreement 25 W. St. Charles Road Page 5 of 13

PROPERTY OWN	ER	
By:		 
Address		 
City, State		

Downtown Retail Business Grant Agreement 25 W. St. Charles Road Page 6 of 11

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 David A. Hulseberg, personally known to me to be the Village Manager of the Village of Lombard, and Barbara A. Johnson, personally known to me to be the Deputy 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 Village Manager and Deputy 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 <u>26th</u> day of 2008.

Commission expires 11/13, 2009.

Notary Public

MY COMMISSION EXPIRE

25 W. St. Charles Road Page 8 of 13			
STATE OF ILLINOIS COUNTY OF	) ) SS )		
I, the undersigned, a Notar			
subscribed to the foregoing acknowledged that he/she si act for the uses and purposes	g instrument, appeared igned and delivered the s	before me this day in	person and severally
GIVEN under my ha	nd and Notary Seal this	day of	, 200
My commission expires	, 20		
	-	Notary Public	

Downtown Retail Business Grant Agreement

Downtown Retail Business Grant Agreement 25 W. St. Charles Road Page 7 of 13	
STATE OF ILLINOIS ) OUNTY OF )	
I, the undersigned, a Notary Public, in and for the CERTIFY that	
, personally known to subscribed to the foregoing instrument, appeared I acknowledged that he/she signed and delivered the sact for the uses and purposes therein set forth.	pefore me this day in person and severally
GIVEN under my hand and Notary Seal this	day of, 200
My commission expires, 20	
- -	Notary Public

Downtown Retail Business Grant Agreement 25 W. St. Charles Road Page 10 of 13

#### Exhibit "A"

#### **Legal Description of Subject Property**

The WEST 49.95 feet measured on the North lot line and the WEST 48.32 feet measured on the South lot line of Lot 2 in Owner's Subdivision of Block 18 of the Original Town of Lombard, except for the Southernmost 10 feet of said Lot 2, being a subdivision of the northeast quarter of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded as Document no. 111637 in DuPage County, Illinois.

P.I.N.: 06-07-210-005

COMMON ADDRESS: 21-25 West St. Charles Road, Lombard, Illinois.

Page 9 of 13	
STATE OF ILLINOIS )  (COUNTY OF)  (COUNTY OF)	
I, the undersigned, a Notary Public, in and for CERTIFY that	
, personally known	n to me to be the same person whose name is
subscribed to the foregoing instrument, appear	ed before me this day in person and severally
acknowledged that he/she signed and delivered t	he said instrument, as his/her free and voluntary
act for the uses and purposes therein set forth.	
GIVEN under my hand and Notary Seal to	his, 200
My commission expires, 20	<del>.</del>
	Notary Public

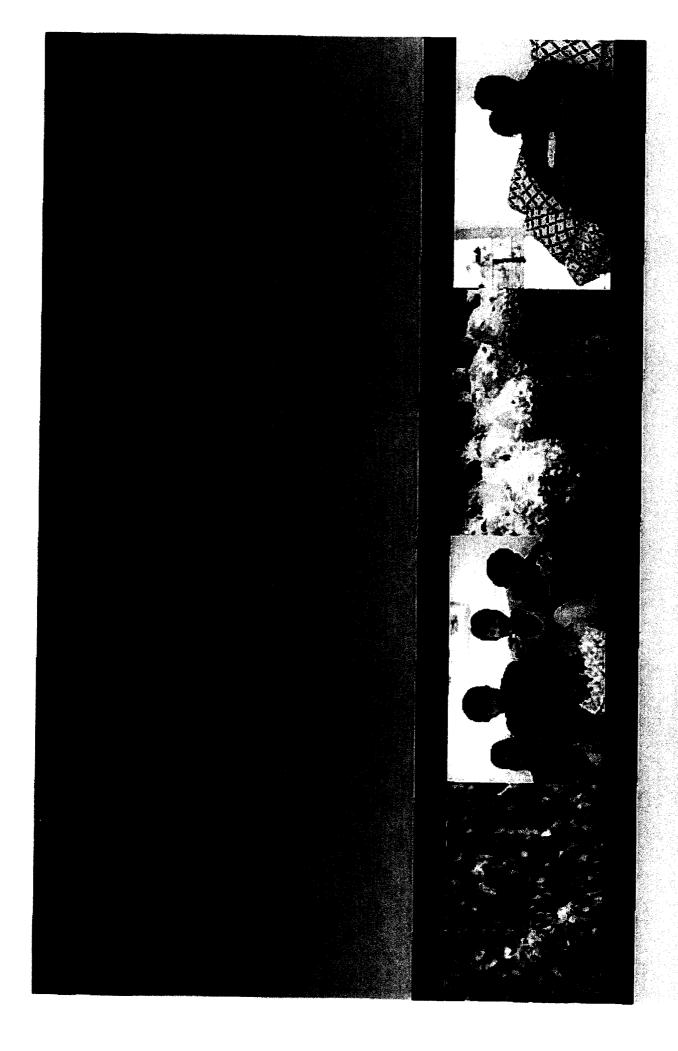
Downtown Retail Business Grant Agreement 25 W. St. Charles Road

Downtown Retail Business Grant Agreement 20 W. St. Charles Road Page 11 of 13

#### Exhibit "B"

#### **Owner Project Plans and Cost Estimate**

(attached)



21W St. Charles Rd. Lombard, IL

SUN-SAT 10:30 - 7:30 HOURS ARE SUBJECT TO CHANGE

private recipe of care me down Our inque ous now.

prima colada, cranoemy, ranch, caramel, and checker just to name a lew lin addition, A&E will also offer taily apples, nacho cheese, homemade salsa, pretzels and chocolate covered pretzels. For those hot summer days A&E will serve vanilla and chocolate frosty freeze cones.

Customer satisfaction will be our main priority and so A&E Gourmet Popcorn Shoppe will offer music and internet access for our customers to enjoy while eating their delicious snack.

We wanttour oustomers to have an experience when visiting A&E. We believe theywill have function our list of over 55. Believe theywill have functionable out a first of over 55. Each experience being better than the last. Our Great Havored popoein gifts are perfect for family events and corporate gift giving such as:



Weddings
Christenings
School Functions
Children parties
Baseball Leagues
Showers
Any special event!

Associated (Associated Associated	
REDIENCE CONTRACTOR	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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Rent	3850
Display cases/Counter	008/8\$
Decorating Interior	058\$
Comcast Wireless Internet	\$200
Office Desk/chair	0025
Office Supplies	005\$
Frusheez Machine	\$2,795
Nacho Serve chip Warmer	0028
Popcom Equip/Ingredients	\$8,000
<b>1801</b>	\$59,693



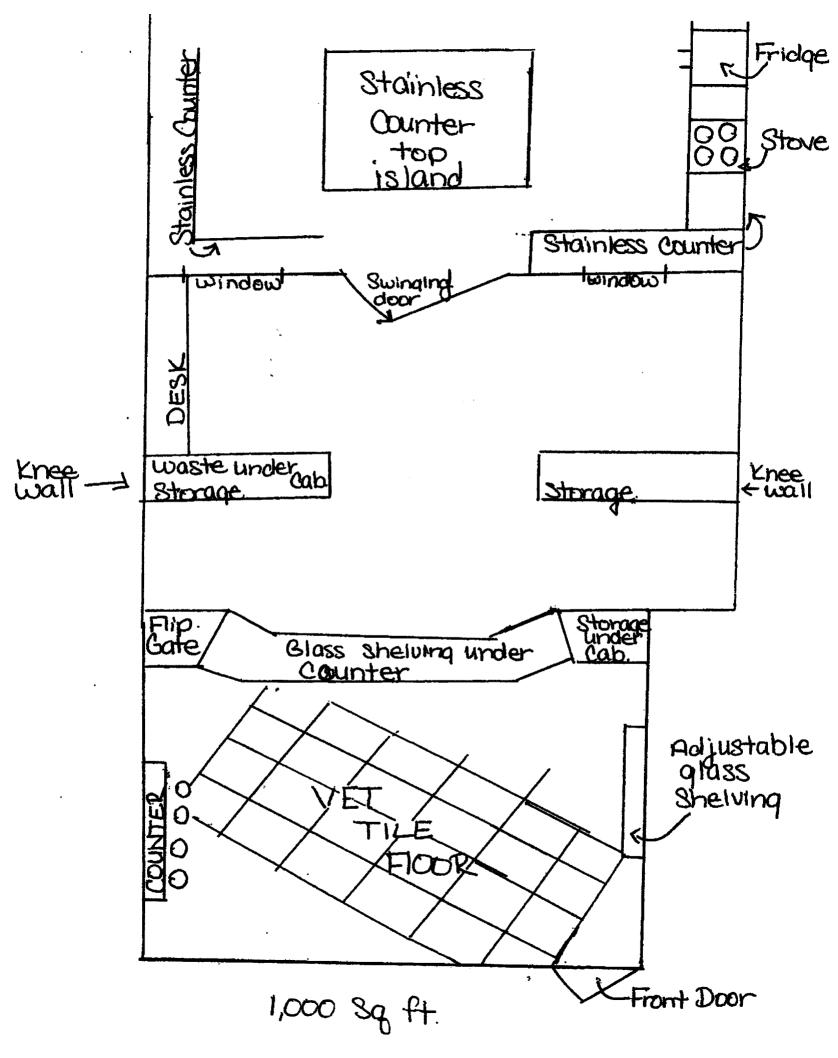
#### DOWNTOWN RETAIL BUSINESS GRANT PROGRAM APPLICATION

	$\alpha$ , $\alpha$ , $10$ , $\alpha$
	A. Business Owners Name: Arlene Caro + Cmilia N
	B. Business Owners Address: 4512 HUNTER ST 4512 Alam
	Lombard II Lyons: II
,	C. Business Owners Phone (daytime): ( <u>630) \$85-7729</u> (708) \$28 - [
4	A. Property Owners Name: <u>WALTER A. BASEK</u>
	B. Property Owners Address: 43 W. Patomac
	Lomaged II
(	C. Property Owners Phone (daytime): (630) (627 - 5744
J	Lease Terms: 3 YEARS
	Description of Business (use additional paper if necessary): Popciorin, nachos, Soda
_	
P	Proposed Improvements associated with the project (use additional paper if necessar
_	new drywall, plumbing to be trucal
	THE CHARLES PARTIES OF THE COURT

6.	Plan	s/Drawings prepared by:
	A. N	rame: Home Creations
	B. A	address: 201 Bucharan
		Ottawa, 7/ 6/350
	C. P	hone (day time): ((30) 880 - 8378
		stimated Cost of the project: \$ 27,334
7.	State	ment 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.
	В.	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).
Busi	ness Ov	mer Signature aline m Cain a Chilla Nin (Dite) 3/20/08
Prop	erty Ow	ner Signature Walter & By (Date) 8-6-08
		Return application to:
		Village of Lombard

Community Development Department
255 E. Wilson Ave., Lombard, IL 60148
630-620-5746

664512



Home Creations 201 Buchanan Ottawa, IL 61350

1-630-880-8378 1-630-932-9821

Name / Address

Arline Carlo
St Charles Rd.
Lombard Illinois
630-629-3569

#### **Estimate**

Date	Estimate #
5/31/2008	1023

Description	Total
Remodel store front including new vet tile floor. Frame counter and knee wall with kitchen wall to be finished with drywall sanded ready for paint. Run necessary electric for one 220 volt line and outlets for new walls. Rough and finish plumbing for hand wash and kitchen sink. Install custom laminate counters and display self per drawing. Replace ceiling tiles with new 2x4 tiles. Install necessary track lighting to replace florescent fixtures. Frame storage closet in kitchen area. Trim with vinyl base and white painted casing to finish. Front counters custom built with glass display shelving under laminate top. Kitchen wall too front will receive windows on either side of swinging door. Walls will be painted with primer and one color of paint. All stainless counters appliances and sink material and labor for install not included in estimate. Other than stated all material and labor is included in estimate but permits are to be determined.	27,334.00

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-		
	•	

\$27,334.00

Signature

kalegel poposom on sach Storewstt (IIV)giesi (dusto) emberaverabe (%:50, while Decemberaverse)

A&E will sell holiday and festive canisters. These canisters are excellent for gifts and delayed consumption. Our customer base changes during the holiday season when more families and businesses purchase canisters and other delayed consumable package popcom.









#### Manager doe Desertoron.

- o The Popenin Celler store manager is personnel assigned the responsibility of directing store operations.
- The manager is responsible for all day-today store operations, administrative, and marketing functions, and for the training and supervision future employees

#### Sales Clerk (during busy season)

- Skills in good human relationships.
- Ability to meet and work with the public in a positive and professional manner.
- Enthusiasm, self-direction, initiative, honesty, good sense of humor, and a good personal
- appearance along with dedication to the assigned tasks and to the company

Para The read the first of the content of the store interesting

#### DEN ONE

- Store Philosophy:
  - To provide the highest quality product for our customers in a clean and lattractive setting.
- Expectations:
  - Loyalty to A & E Gourmet Popcorn Shoppe and to the products we sell.
  - Treat all customers in the same manner you would like to be treated.
  - Honesty, to our store, our customers, and to yourself.
  - To learn how to produce, package, and sell (market) our products. To know all prices, regular and discount or coupon.
  - To work as a team member
  - Product quality, cleanliness/store appearance, and customer relations.

# elong is gisentio of Organizatio (ne solvide) sites of every enolisistivity in Stony (Bodin sites), eno

## Store Organization?

- Product location oil, raw popcorn, sacks-all kinds/sizes, cups/lids, straws, napkins, stickers, etc.
  - Delivery schedule for products
- Fuse box turning on/off lights and popcorn warmer

### Selling:

- Greeting our customers
- Approaching our customers
  - Telephone Orders

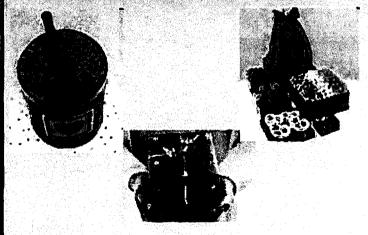


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- ं Weigh eopein engeliene seites en Ultrois, indiene, iower kenses, Kentucky, Michiero, Missoulf, Reduciscos en Onto.
- The peak period for popcorn sales for home consumption is the fall. Sales remain fairly high throughout the winter months then taper off during the spring and summer. Popcorn is a popular snack with all age groups.
- The popcorn sector falls into the snack food industry along with potato chips, corn chips, tortilla chips, pretzels and similar snacks. The world snack food market has continued to grow reaching an estimated \$66 billion in 2003. Traditional family meal plans has become a thing in the past as a result the demand for snack foods continues to increase.

CANNEL CORRESE	18: 18°	
CHESECHEODAR	\$250	8384000
(RADJOH)	(Mag)	\$73.00
BBQ	\$4,50	\$500
ORANGE CRANBERRY ALMOND	\$4.50	\$6!00
PEPPERMINT CANDY W/ WHITE CHOCOLATE	\$4.50	\$6.00
PEPPERMINT PATTY WHITE CHOCO W/DRK CHOCOLATE DRIZZLED	\$4.50	\$6.00
CINNAMON WWHITE CHOCOLATE & CANDY BITS	\$4.50	\$6.00
CARMEL CORN/PECANS/DRK CHOC	<b>\$4</b> .50	\$6.00
GARLIC BUTTER	\$4.50	\$6.00
PIÑA COLADA	\$4.50	\$6.00
PEPPERMINT PASTEL	\$4.50	<b>\$</b> 6.00
JALEPEÑO	\$4.50	\$6.00

MANY MORE FLAVORS TO CHOOSE FROM: PRICES ALSO ARE DIFFERENT WHEN PURCHASING IN BASKETS; CONTAINERS, OR BOXES.



Profile: Popcom, candy Strengths: Established cliental, website Weaknesses: Offers Website or estateg only 8 flavors.

An estimated goal of 50 bags of popeorn per day is expected to be sold in the first year

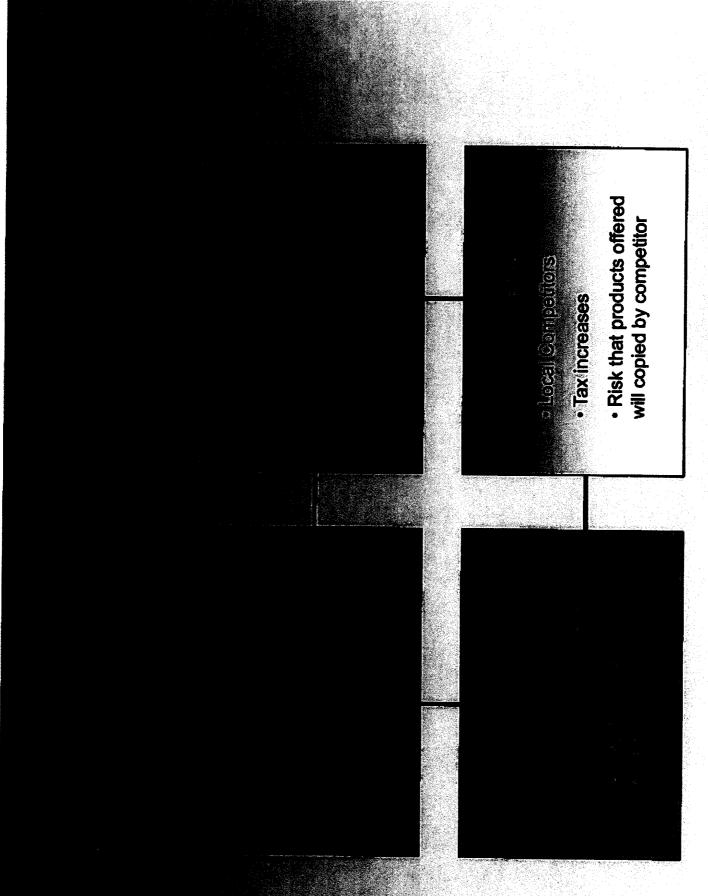
shops do 50 percent of their gross sales around Christmas, from the end of October to the end of Sale of popcom could have HUGE variations by month. (some retail December, for example, yet barely get by June through August.)



Annual	10,200.00	1,560.00	1,560.00	520.00	30,225.00	650.00	3,900.00	300.00	41,600.00	\$84,360.0
SEPT	\$850.00	\$120.00	\$120.00	\$40.00	\$2,325.00	\$50.00	\$300.00	25.00	\$3,200.00	\$7,030.00
AUG	\$850.00	\$120.00	\$120.00	\$40.00	\$2,325.00	\$50.00	\$300:00	\$25.00	\$3,200.00	\$7,030.00
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APR	\$850:00	\$120.00	\$120:00	\$40.00	\$2,325.00	\$50.00	\$300:00	\$25.00	\$3,200,00	\$7,030.00
MAR	\$850:00	\$120:00	\$120:00	\$40.00	\$2,325.00	\$50.00	\$300:00	\$25:00	\$3,200.00	\$7,030.00
7 <b>6</b> 9	\$850.00	\$1720,000	\$120.00	\$40.00	\$2,325.00	\$50.00	\$ww	: \$7234.00	\$1,200,00	\$7,030.00
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PUL	\$3.50	\$1.00	\$225.00	\$1,575.00	\$6,300.00
WG	\$3.50	\$1.00	\$225.00	\$1,575.00	\$6,300.00
EPT	\$3.50	\$1.00	\$225.00	\$1,575.00	\$6,300.00
<b>\</b> nnual			2,925.00	18,900.00	\$75,600.00

		Can of Sada	«Thepar day		Estimated Monthly Profit
					\$12,075.00
<b>9</b> 1011	30,775	¥.			\$12,075.00
10	3,775	\$0.00	\$20.25	\$1,000	\$12,075.00
DIC	862	S.O	\$31.23	33.003.75	\$12,075.00
JAN	\$47 <b>5</b>	\$1.00	SANI-ZI	\$2)008777	\$12,075.00
FEB	\$4.75	\$1.00	\$431.25	\$3,018.75	\$12,075.00
MAR.	\$4.75	\$1:00 <sup>3</sup>	\$431.25	\$3,018.75	\$12,075.00
APR	\$4.75	\$1:00	\$431.25	\$3,018.75	\$12,075.00
MAY	\$4.75	\$1.00	\$431.25	\$3,018.75	\$12,075.00
JUN	\$4.75	\$1.00	\$431.25	\$3,018.75	\$12,075.00
7UL	\$4.75	\$1.00	\$431.25	\$3,018.75	\$12,075.00
AUG	<b>\$4.75</b>	<b>\$1.00</b>	\$431.25	\$3,018.75	\$12,075.00
SEPT	\$4.75	\$1.00	\$431.25	\$3,018.75	\$12,075.00
Annual			5,175.00	36,225.00	\$144,900.00



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- Mailing list with special promotions for each month using mail clippers, websites, catalogs, brochures, gift certificates, baseball leagues, fundraisers in which all proceeds will go to a charity (this will be done twice a year after the first year of business).
- Going to local businesses for advertisements such as Enchanted Castle, and giving a coupon for purchase of popcorn, or grocery stores, using their TV monitor at the checkouts for other means of advertising such as JEWEL and DOMINICKS or Walgreens.

/^\riener@airo

1/128 IHunter Street Lombard, IL 60/148 630-629-3569 or 630-885-7729

Sunshn55@aol.com

Smile Nugo

4512 Abbott Тептасе. Lyons, IL 60534 708:828:0881 nunoemy@gmail.com