

RESOLUTION
R 16-25

**A RESOLUTION APPROVING A DOWNTOWN RETAIL BUSINESS GRANT
FOR THE PROPERTY COMMONLY KNOWN AS
22 W. ST. CHARLES ROAD**

WHEREAS, the Village disburses funds for the Downtown Retail Business Grant Program (the "Program") under the authority of the Village Board of Trustees, and will provide monetary grants to qualified property owners and businesses, utilizing the Village's Economic Development Fund; and,

WHEREAS, Common Grounds LLC/ArtVibe Café, dba Vibe Cafe, signed by Jeffery Foster (the "Applicant"), wish to participate in this Program for renovations to the existing retail space (the "Project") located at 22 W. St. Charles Road, Lombard, Illinois (the "Subject Property") and,

WHEREAS, the Project shall consist of those renovations to the tenant space 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 and enhance a quality Central Business District;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village shall provide the Applicant a grant of up to nineteen thousand fifty two and 99/100 dollars (\$19,052.99), pursuant to the Program (the "Grant"). Such grant funds shall be available to the Applicant upon the authorization of the Village's Department of Community Development, after receipt of satisfactory evidence that the project components have been completed, and that the Applicant have paid all invoices for labor and materials in connection therewith.

SECTION 2: The Applicant, as well as any subsequent business or property owner, will perform the following obligations in connection with the Project:

- a. Building permits must be applied for and received for all of the work covered as part of the grant;
- b. Before the grant can be paid out, the Applicants will submit final receipt(s) (showing it is paid in full) and waivers of lien from the contractors performing the work covered as part of the grant;

SECTION 3: The Applicant, and any subsequent business or property owner, shall be required to maintain the Property in accordance with all Village codes and ordinances.

SECTION 4: That the Downtown Retail Business Grant Program Agreement, relative to the Project, attached hereto as Exhibit “B” and made part hereof is hereby approved (the “Agreement”)

SECTION 5: The Village may terminate the Agreement if the Applicant, or any subsequent business or property owner, fails to comply with any of the terms of the Agreement. In the event of termination, the Applicant shall be required to repay any amount of the Grant disbursed.

SECTION 6: That the Village President and Village Clerk are hereby authorized and directed to sign, on behalf of the Village of Lombard, the Agreement attached hereto as Exhibit “B”.

Adopted this 20th day of March 2025.

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

Nays: None

Absent: None

Approved by me this 20th day of March 2025.


Keith T. Giagnorio
Village President

ATTEST:

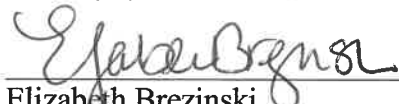

Elizabeth Brezinski
Village Clerk

EXHIBIT A
Legal Description

LOT 6 (EXCEPT THAT PART THEREOF TAKEN OR USED FOR PARK AVENUE) IN BLOCK 11 IN TOWN OF “LOMBARD”, BEING A SUBDIVISION IN SECTIONS 5, 6, 7, 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED APRIL 23, 1868 AS DOCUMENT 9483, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF LOT 6 CONVEYES IN DOCUMENT R2000-099954, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF ST. CHARLES ROAD AND THE WEST LINE OF THE EAST 93.12 FEET OF SAID LOT 6 (SAID LINE ALSO BEING THE EAST RIGHTOFWAY LINE OF PARK AVENUE); THENCE NORTH 15 DEGREES 09 MINUTES 55 SECONDS WEST, ALONG SAID EAST LINE OF PARK AVENUE, 126.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 80.13 FEET TO A POINT ON THE NORTH LINE OF A 33 FOOT PUBLIC ALLEY HERETOFORE VACATED PER DOCUMENT 26476; THENCE NORTH 76 DEGREES 58 MINUTES 59 SECONDS EAST, ALONG SAID NORTH LINE OF VACATED ALLEY, 99.99 FEET TO A POINT (SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF SAID LOT 6); THENCE SOUTH 13 DEGREES 08 MINUTES 51 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6 AND ITS NORTHERLY EXTENSION THEREOF, 87.21 FEET; THENCE SOUTH 78 DEGREES 19 MINUTES 55 SECONDS WEST, 0.56 FEET; THENCE NORTH 11 DEGREES 40 MINUTES 05 SECONDS WEST, 10.38 FEET; THENCE SOUTH 78 DEGREES 19 MINUTES 55 SECONDS WEST, 23.26 FEET; THENCE SOUTH 74 DEGREES 01 MINUTES 33 SECONDS WEST, 73.72 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE NORTH 6 FEET OF THE VACATED ALLEY CONVEYED TO THE VILLAGE OF LOMBARD BY DOCUMENT 266950), IN DUPAGE COUNTY, ILLINOIS.

PIN(s) 06-07-206-013 and -014

ADDRESS: 22 W. ST. CHARLES ROAD

EXHIBIT B

DOWNTOWN RETAIL BUSINESS GRANT PROGRAM AGREEMENT

This Agreement is entered into this _____ day of March, 2025, by and between the Village of Lombard, Illinois, (hereinafter referred to as the “Village”), and Common Grounds LLC/ArtVibe Café, dba Vibe Cafe, signed by Jeffery Foster (hereinafter referred to as “Applicant”) doing business at 22 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”). The Village and the Applicant are sometimes referred to herein collectively as the “Parties.”

WITNESSETH

WHEREAS, the Village, pursuant to the established a Downtown Retail Business Grant Program (hereinafter referred to as the “Program”) and, as such, will provide grants to qualified business owners and property owners within the defined geographical area of the Downtown Business District for interior renovations for qualified retail business activity; and

WHEREAS, the Program compliments and supports the Village's plans to maintain a quality Central Business District; and

WHEREAS, renovations are desirable within the Central Business District and contribute to an economically strong Central Business District; a commercial area where the image, appearance, and environment encourage the attraction of shoppers; and

WHEREAS, the Applicant wish to participate in this Program for proposed interior renovations to be located at 22 W. St. Charles Road, Lombard, Illinois; with said interior 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 nineteen thousand fifty two and 99/00 dollars (\$19,052.99), (hereinafter referred to as the “Grant”). Such Grant shall be available to the Applicant upon the authorization of the Village's Director of Community Development, and after the Applicant has constructed the Project, and complied with the provisions of this Agreement, 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 the \$23,403.98 for the eligible construction costs for the Project. Additionally, the Village shall provide the Applicant of up to \$1,500 in architectural fees for the Project as well as

up to \$5,851 in eligible rent percentage reimbursement (25% of eligible construction costs). In the event that the Applicant's eligible construction cost 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. Furthermore, the eligible rent percentage reimbursement shall also adjusted to reflect the applicable 25% reduction in eligible construction costs.

SECTION 2: The Applicant shall undertake the following in connection with the Project:

1. Building permits shall be applied for and issued by the Village and the DuPage County Health Department. Any work undertaken associated with the tenant space prior to the grant approval shall not be considered eligible as part of the grant award.
2. Work shall be meet the commencement and completion provisions within the Program.
3. Before the grant can be paid out, the applicant shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form.
4. After the grant money is paid, the 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 Applicant hereby consent to the recording of this Agreement to serve as notice to future purchasers, assigns, estate representatives, mortgagees, and all other interested persons of the conditions outlined in this Agreement.

SECTION 5: In the event the Village terminates this Agreement as a result of the Applicant failing to comply with any of the terms of this Agreement, the Applicant shall be required to repay any amount of the Grant that has been disbursed by the Village.

SECTION 6: This Agreement shall be binding upon the successors and assigns of the Parties hereto.

VILLAGE OF LOMBARD

By: Keith T. Giagnorio, Village President

Attest: Elizabeth Brezinski , Village Clerk

APPLICANT

Jeffery Foster

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 _____, 2025.

Commission expires _____, 20____.

Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that Jeffery Foster, personally known to me to be the same person
whose names are subscribed to the foregoing instrument, appeared before me this day in
person and severally acknowledged that they signed and delivered the said instrument, as
their free and voluntary act, for the uses and purposes therein set forth.

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

Commission expires _____, 20____.

Notary Public

EXHIBIT 1

Legal Description

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PIN(s) 06-07-206-013 and -014

ADDRESS: 22 W. ST. CHARLES ROAD

EXHIBIT 2

The Community Development Department retains a copy of the submittal to the Economic and Community Development Committee. This submittal includes contractor's quotes and a description of the work to be completed. The Applicant propose to install electrical and plumbing improvements, along with ancillary construction activities to provide for a coffee shop.