

RESOLUTION 20-61

A RESOLUTION APPROVING A FAÇADE IMPROVEMENT GRANT IN THE AMOUNT OF \$100,000 FOR STATION 51 LOCATED AT 883 MAIN STREET

WHEREAS, the Village Board has long held a basic philosophy that the health of the unique and historic downtown is unquestionably one of the key foundations of the entire community, and

WHEREAS, the Village Board adopted Resolution 16-66, creating a Façade Program in 2016 with a maximum matching fund of \$100,000.00 for the purpose of revitalizing the historic building in Downtown Antioch; and

WHEREAS, the Village Board finds that the most significant measures of the vitality of the downtown include the growth of jobs, the investment in improving highly visible properties and offering unique amenities which can attract visitors from surrounding and distant areas resulting in the payment of sales taxes and the more generalized attention of customers from near and far which can patronize an entire host of additional businesses, thereby contributing to the basic health of the entire downtown area, and by extension, the entire Village, and

WHEREAS, the owners of the commercial building located at 883 Main Street have filed an Application for a façade grant to significantly improve the exterior of the said building and renovate it for use as a new and unique concept restaurant, and

WHEREAS, a true copy of the said Application and all drawings associated with the same is attached as Exhibit B hereto, and

WHEREAS, the Applicant has provided the Village Board with estimates of exterior façade improvements of approximately \$204,000.00 and a total investment of approximately \$400,000.00 in the subject space, subject to change during finalization and plan approvals, and a copy of these estimates are attached as Exhibit C hereto, and

WHEREAS, the Village Board has considered the Application at a public meeting, and the Board finds that approving a façade grant in a unique remodeling project and for an unusual concept restaurant makes sense as an investment in helping to restore and improve a key property in downtown Antioch, which will also provide a significant additional attraction to tourists and other visitors interested in sharing the increasingly lively venues available in this area, and

WHEREAS, Exhibit B includes a copy of the conceptual drawing which graphically depicts the “firehouse look” envisioned for this site, including significantly enlarged bays outfitted with overhead doors that can be opened in the summer and which emulate the truck bays at fire stations, and

WHEREAS, the Village Board finds that the Application demonstrates the kind of unique development that is likely to provide enhanced eating and entertainment options within the downtown area, and

WHEREAS, the Village Board finds that the proposed improvements will benefit not only the subject property, but will open the door to potential improvements on adjoining commercial properties which are likely to benefit the entire area in a manner which is consistent with the premise embodied in Resolution No. 05-07, relieving some of the tax burden on residents, and

WHEREAS, the Village Board finds that approximately 50 full and part time jobs are likely to be generated by the planned restaurant and bar, and

WHEREAS, the Village Board finds that the proposed use of the property, while providing specific benefit to the 883 Main Street property and proposed redevelopment thereof, is also likely to provide more generalized benefits for the businesses in the immediate area as well as to the public generally by increasing the number of people visiting the downtown area, and

WHEREAS, the Village Board finds that the proposed improvements meet the standards that conform with the downtown form code, with good and fundamental engineering practice with regard to traffic and pedestrian safety and also meets with the aesthetic approval of the staff and Village Board, and

WHEREAS, the façade grant awarded herein is subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01, et. seq.) and all work must be accounted for and paid to workers in strict accordance therewith, and

NOW THEREFORE, BE IT RESOLVED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: A grant for improvements to the building façade is hereby awarded to the owners of the commercial building located at 883 Main Street in the gross amount of One Hundred Thousand (\$100,000.00) Dollars.

SECTION TWO: The façade grant awarded by Section One is strictly conditioned upon the following terms:

- A. This is an outright grant of funds, conditioned only upon the terms and conditions of this Agreement, to be used for the purchase of labor and materials for the reconstruction of the façade at the property commonly known as 883 Main Street.
- B. The façade project is acknowledged as a project subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01, et. seq.)
- C. The funds shall be held in escrow by the Finance Director for use in conformity with the terms and conditions of this grant. The approval of the Village Administrator and Finance Director shall be required as a condition of the payment of any draws on this escrow, and the Grantee shall supply invoices and other evidence of purchase of materials or payment of wages or contractors as the Village Attorney may reasonably require.

- D. The grant shall not be transferrable, except with the formal, written approval of the Village Board.
- E. The Applicant shall construct the proposed permanent façade improvements in conformity with all applicable codes, and in substantial conformity with Exhibit B hereto, provided that minor deviations may be allowed therefrom as may be required to meet fundamental and accepted engineering standards and building codes.
- F. The licensee has submitted an Administrative Site Plan Review for the proposed exterior modifications to 883 Main Street. The conceptual plans approved, or to be approved, by that review process are incorporated into the terms and conditions of this grant by reference.
- G. That any and all Building Permit fees related to the building permit for Station 51 shall be waived by the Village as part of this agreement.
- H. Because the monies provided in this grant are public funds supported by the tax payments of the Citizens of Antioch and business patrons, there must be a clearly demonstrated public benefit of this grant, in the form of jobs and continued operations and to that effect, the Grantee is required to timely install and operate a commercial restaurant at the aforesaid premises. The Grantee is further required to operate the said restaurant for a period of not less than five (5) years. In the event the business does not open on or before December 31, 2021, the full grant shall be returned to the Grantor by the Grantee within 30 days of written demand therefore. If the business does open but closes at any time prior to the 5th anniversary of its opening, the Grantee shall return a pro rata share of the grant funds within 30 days of written demand therefore. By a pro rata share, the parties mean the following:

Closing date of business:	Percentage to be returned:
During 1 st year of business	80% of grant
During 2 nd year of business	60% of grant
During 3 rd year of business	40% of grant
During 4 th year of business	20% of grant
During 5 th year of business	10% of grant

- I. By accepting this license, the licensee agrees and covenants to indemnify and hold the Village and all persons in privity with it harmless of and from any and all claims, demands, suits and causes of action, whether in law or in equity, flowing from or relating to the construction of the site, and in furtherance of that covenant, the licensee shall provide the Village with a certificate of insurance, binding its insurer to covering the Village as an additional insured on its liability insurance policy, with minimum bodily injury limits of \$2,000,000.00 per occurrence, combined single limit.
- J. This Resolution, upon its acceptance by the grantee and approval by the Village Board shall constitute the parties' expression of their final intent. No modifications shall be effective unless in writing, and formally approved by the said Village Board.

- K. This Agreement is made in the State of Illinois pursuant to its laws. The sole jurisdiction for resolution of any dispute is the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois.
- L. Notices shall be given in writing, by personal service, by certified mail, return receipt requested or by commercial carrier such as UPS or FedEx. Service will be considered complete when posted or deposited with the commercial carrier. The parties to be noticed are as follows:

GRANTOR:
Village Administrator
874 Main Street
Antioch, IL 60002

GRANTEE:
Rich Gelden
(address to come)

With a copy to:

Sequoit Masonic Lodge #827
(address to come)

Village Clerk
874 Main Street
Antioch, IL 60002

Kristopher J. Schoenberger



SECTION THREE: The owner of 883 Main Street, as well as the developer of the proposed restaurant has executed the personal guaranty in the form attached as Exhibit D hereto, and the same is adopted as a substantive term and condition of the award of the grant described herein.

SECTION FOUR: The Mayor, Administrator and all other appropriate officials are duly authorized and directed to take any and all steps necessary and helpful into implementing and complying with the purpose and intent of this Resolution without further action required by the Village Board.

SECTION FIVE: This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,
ON THIS 14TH DAY OF DECEMBER, 2020.

ATTEST:



LAWRENCE M. HANSON, MAYOR



LORI K. ROMINE, VILLAGE CLERK

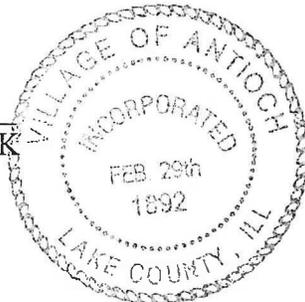


Exhibit D
VILLAGE OF ANTIOCH
Personal Guaranty of Grant Reimbursement Terms

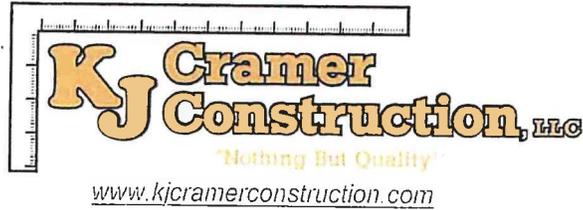
Each Guarantor, jointly and severally, absolutely, irrevocably and unconditionally guarantees the prompt payment to the Village of Antioch of any and all Obligations incurred by the Grantee pursuant to the Station 51 Business Incentive Grant Agreement (this "Personal Guaranty"). Each Guarantor further agrees to repay the Obligations on demand, without requiring the Village of Antioch first to enforce payment against Grantee. This is a guarantee of payment and not of collection. This is an absolute, unconditional, primary, and continuing obligation and will remain in full force and effect until all of the Obligations have been indefeasibly paid in full, and Village of Antioch has terminated this Personal Guaranty. Each Guarantor represents and warrants that it is a legal resident of the United States of America. Each Guarantor waives all notices to which the Guarantor might otherwise be entitled by law, and also waives all defenses, legal or equitable, otherwise available to the Guarantor. This Personal Guaranty shall be construed in accordance with the laws of the State of Illinois, and shall inure to the benefit of Village of Antioch. To the extent not prohibited by applicable law, each of the undersigned Guarantors waives its right to a trial by jury of any claim or cause of action based upon, arising out of or related to this guaranty, the Agreement and all other documentation evidencing the Obligations, in any legal action or proceeding.

Building Owner: _____ Date: _____, 2020
Rich Gelden

_____ Date: _____, 2020
Sequoit Masonic Lodge #827

Business Owner: _____ Date: _____, 2020
BBQ Productions
by Kristopher J. Schoenberger

_____ Date: _____, 2020
Kristopher J. Schoenberger
individually and personally



ESTIMATE (Breakdown)

4754 S Cottage Ln.
 Pleasant Prairie, WI 53158

Office: 262-948-3486
 Cell: 847-404-1875

Description	Price
1. Exterior Masonary/Concrete Work	Labr: \$27,000 Mtrl: \$62,705
2. Exterior Electrical	Labr: \$5,000 Mtrl: \$3,600
3. Steel Fab/Install	Lbr: \$1,500 Mtrl: \$4,104
4. Garage Doors	Lbr: \$2,200 Mtrl: \$13,100
5. Exterior Carpentry	Labr: \$45,400 Mtrl: \$40,185
6. Plumbing	Labr: \$22,000 Mtrl: \$29,250
7. Interior Electrical	Labr: \$25,500 Mtrl: \$39,736
8. Drywall Installation	Labr: \$7,900 Mtrl: \$4,600
9. Interior Carpentry	Labr: \$32,000 Mtrl: \$26,642
	Total
	Labor Total: \$168,500
	Material Total: \$223,922

Thank You

*ALL drawings, engineering reports and all other submitted materials/plans regarding this estimate provided by KJ Cramer Construction LLC are the sole property of KJ Cramer Construction LLC and are copyright protected as such and may not be used, reproduced or replicated. Price valid for 30 days.
All payments are due within 15 days from invoice date unless otherwise noted in contract or an additional 10% (1.8%APR and 8.2% Late payment processing fee) of overall contract amount will be added and interest will continue to incur per 30 days after that and will be added to final bill. All Warranties valid only if paid on time.
There is a fee of \$50.00 for returned checks.*

Customer: BBQ'd Producitons, INC

Job Name: Station 51

Job Address: 883 Main Street, Antioch, IL

Estimate Number: 1 (Brreakdown Detail)

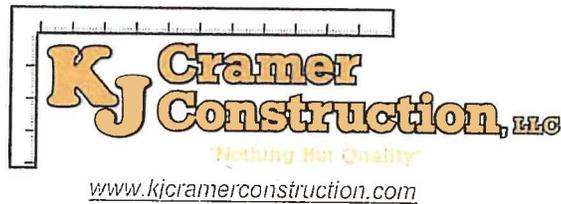
Estimate Date: 11/21/2020

Additional Comments: All prices are based of drawings dated 10/26/2020. Temporary heating fuel costs not included. Permits not included. Will need written (email is acceptable) permission from municipality to close down a portion of the sidewalk for winter enclosure for masonry and exterior carpentry. As requested breakdown: Exterior Labor: \$81,100. Exterior Materials: \$123,694. Interior Labor: \$87,400. Interior Materials: \$100,228.

Exterior Total: \$204,794

Interior Total: \$187,628

Thank You



ESTIMATE

4754 S Cottage Ln.
 Pleasant Prairie, WI 53158

Office: 262-948-3486
 Cell: 847-404-1875

Description	Price
1. Exterior Masonry and Concrete. New stamped concrete front entrance with one step to existing city sidewalk. Remove existing handicap entrance on south of unit and replace with new plain concrete at new door location. Remove and dispose of existing brick façade on west elevation below existing steel beam and replace with new brick to match as closely as possible original brick of building. Steel supplied by others. Includes erection of winter enclosure and tear down. Temporary heat supplied by others.	89,705.00
2. Exterior electrical. Remove existing electrical fixtures on front of unit below existing steel beam and install new fixtures in accordance with prints.	8,600.00
3. Steel fabrication and installation.	5,604.00
4. Exterior garage doors according to prints.	15,300.00
5. Exterior carpentry labor and materials to remove existing glazing sets and install necessary framing for masonry, garage doors and install (4) new entry doors, windows and composite trims and siding in accordance with prints. Winter enclosure provided by others.	85,585.00
6. Plumbing. Existing plumbing to be brought up to current code and install new fixtures and piping for new restaurant in accordance to prints.	51,250.00
7. Interior electrical. Demo existing space and supply temporary lighting along with the reconfiguration of pipe work where necessary. Install new pipe to new fixtures and receptacles, new switching as necessary, (7) new data locations and furnish new fixtures in accordance to prints. Necessary floor cutting and wall trenching done by others. (See electrical breakdown for further detail on fixtures.)	65,236.00
8. Drywall. Install new 5/8 drywall mud and tape where necessary and patch existing to work as necessary.	12,500.00

Thank You

9. Interior carpentry. Demo entire dining area back to existing brick and/or framing, remove all grid work to expose existing lid and prepare area above existing drop ceiling to be finished and seen in new restaurant. Remove all floor covering down to subfloor in dining areas. Frame in new gaming area. Alter existing doorways in accordance to prints, install new finishes in accordance with prints. Floor coverings provided by others. Includes bar framing but no bar finishes provided until we can establish the finished design. Includes (3) 30 yard dumpsters. 58,642.00

Total
\$392,422.00

*ALL drawings, engineering reports and all other submitted materials/plans regarding this estimate provided by KJ Cramer Construction LLC are the sole property of KJ Cramer Construction LLC and are copyright protected as such and may not be used, reproduced or replicated. Price valid for 30 days.
All payments are due within 15 days from invoice date unless otherwise noted in contract or an additional 10% (1.8% APR and 8.2% Late payment processing fee) of overall contract amount will be added and interest will continue to incur per 30 days after that and will be added to final bill. All Warranties valid only if paid on time.
There is a fee of \$50.00 for returned checks.*

Customer: BBQ'd Productions.

Job Name: Station 51

Job Address: 883 Main St. Antioch, IL

Estimate Number: 1

Estimate Date: 11/21/2020

Additional Comments: All prices are based on drawings dated 10/26/2020. Temporary heating fuel costs not included. Permits not included. Will need written (email is acceptable) permission from municipality to close down a portion of the sidewalk for winter enclosure for masonry and exterior carpentry. As requested breakdown: Exterior is \$204,794.00. Interior is \$187,628.00.

Thank You



VILLAGE OF ANTIOCH
Business Incentive Grant Program Application

Staff Use Only

APPLICATION #: _____ DATE RECEIVED: _____
DATE APPROVED: _____ EXPIRATION DATE: _____
STAFF COMMENTS: _____

The Village of Antioch has created the "Business Incentive Grant" program for all businesses which are located within the Village's municipal boundaries. The grants are awarded on a 50/50 matching basis with a maximum participation of \$20,000.00, unless otherwise modified by the Village Board. Grants are awarded on a first come, first serve basis. All grants must be approved by the Village Board prior to commencing actual construction work. Village payment to the program participants will occur only after work is completed in accordance with the approved plans and grant agreement.

All work should follow the "Business Incentive Grant Guidelines" as adopted by the Village Board. The program has identified that the following items are eligible under the program:

- Exterior renovations
- Interior renovations
- New signage that complies with the Village's Sign Ordinance
- New landscaping.

Basic maintenance is not eligible under this program. In addition, applicants agree that under the terms of this program, that prevailing wages shall be paid to contractors and sub-contractors since public funds are being used in these projects.

PROPERTY ADDRESS: 883 Main St
APPLICANT NAME: Kristopher J. Schenberger
APPLICANT ADDRESS: _____
City: _____ State: _____
APPLICANT PHONE #: _____
CELL PHONE #: _____
APPLICANT EMAIL: _____
PROPERTY TAX ID #: _____
PROPERTY OWNER NAME: Rich Geldon & Sequoia Masonic Lodge #
MAJOR TENANT: Station 51 Truck Company Bar & Grill #
MAJOR TENANT PHONE #: _____

SUPPORTING INFORMATION: Attach 8 1/2 " x 11" sheets with written descriptions and drawings, photographs and other graphic information necessary to completely describe the project.

Please provide a written description; describe clearly and in detail the nature of your project. Provide description of materials (provide samples if appropriate), itemized cost estimates for façade and architectural drawings showing proposed work. Include one set of full-size drawings when available:

IMPROVEMENT AMOUNT: \$392,422.00
REIMBURSEMENT REQUESTED: _____
PROPOSED START DATE: 12/15/2020
PROPOSED COMPLETION DATE: 4/1/2021

Architectural Plans and specifications sufficient to describe the proposed work are attached. By requesting a Façade Rehabilitation Grant, I understand and agree with the following conditions:

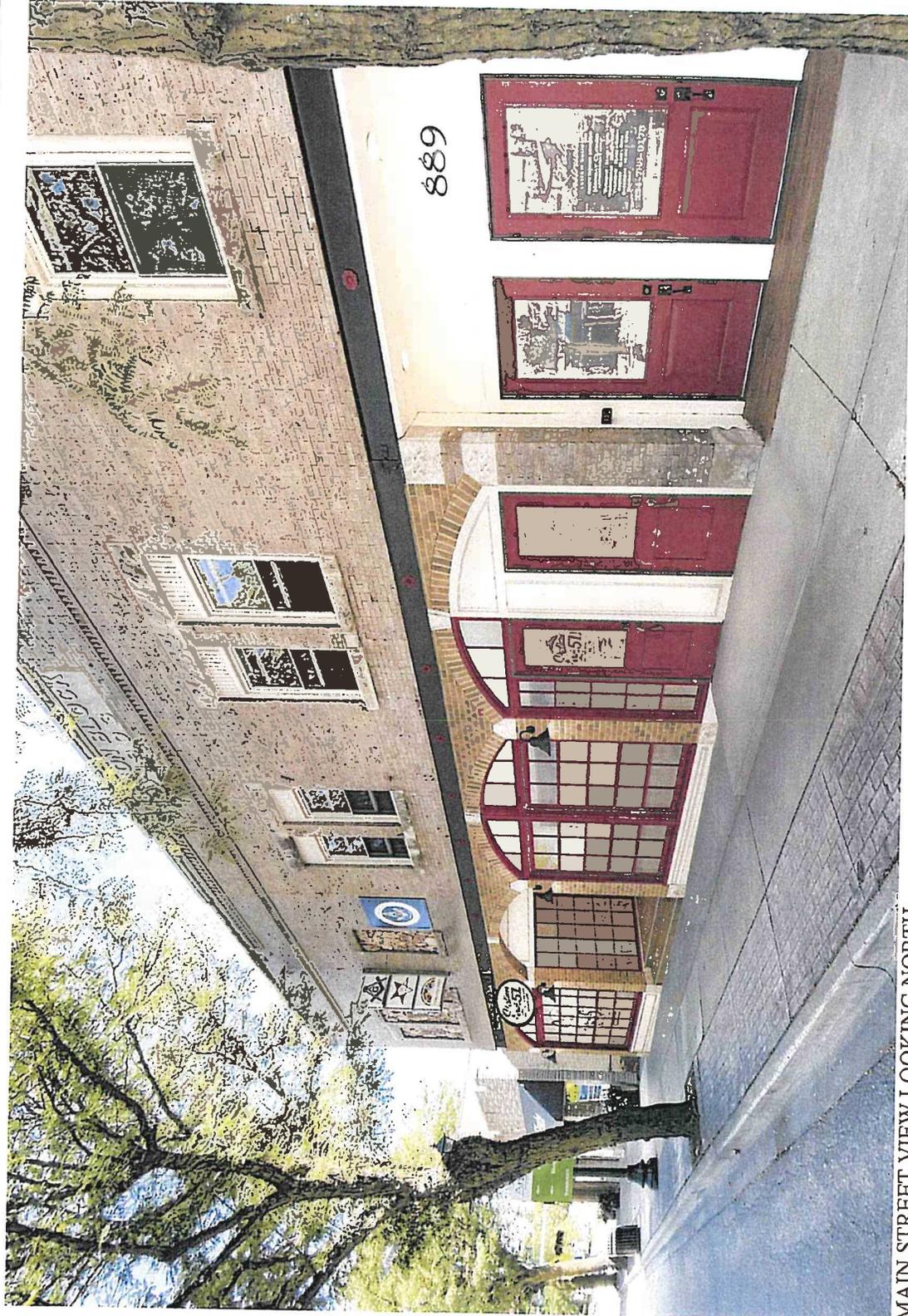
1. The commitment of grant money for a proposed project expires twelve months from approval date as noted on application. For reasonable project delays, the expiration date may be extended by the Village upon written request by the applicant.
2. All renovation work must completely follow plans and renderings as approved by the Village Board and approved under business incentive year.
3. All renovations shall comply with the Village business incentive grant guidelines.
4. Applicant shall spend an amount on façade rehabilitation at least equal to the amount of public grant funds expended. The incentive grant check shall be awarded only after the work has been completed and a final inspection has been made by the village project manager to determine that the work has been satisfactorily and entirely completed per approved plans and specifications. Proof of costs and payment, in the form of paid invoices, will be required.



Applicant

1/2/2020

Date



MAIN STREET VIEW LOOKING NORTH

KANG ARCHITECTS
850 TOWER DRIVE UNIT 71 JORD LAKE VILLA, IL 60046
EMAIL: BRAD.KANGARCHITECTS@GMAIL.COM
PHONE: 847.975.2904

STATION 51 TRUCK COMPANY BAR & GRILL

883 MAIN STREET ANTIOCH, IL 60002
KRIS.SCHOENBERGER EMAIL: MOBILEGRILLING@GMAIL.COM



MAIN STREET VIEW LOOKING EAST

KANG ARCHITECTS
850 TOWN DRIVE UNIT 100C LAKE VILLAGE, IL 60086
EMAIL: BRAD.KANG@ARCHITECTS.COM
PHONE: 847.975.2904

STATION 51 TRUCK COMPANY BAR & GRILL

883 MAIN STREET ANTIOCH, IL 60002
KRIS.SCHOENBERGER EMAIL: MOBILEGRILLING@GMAIL.COM

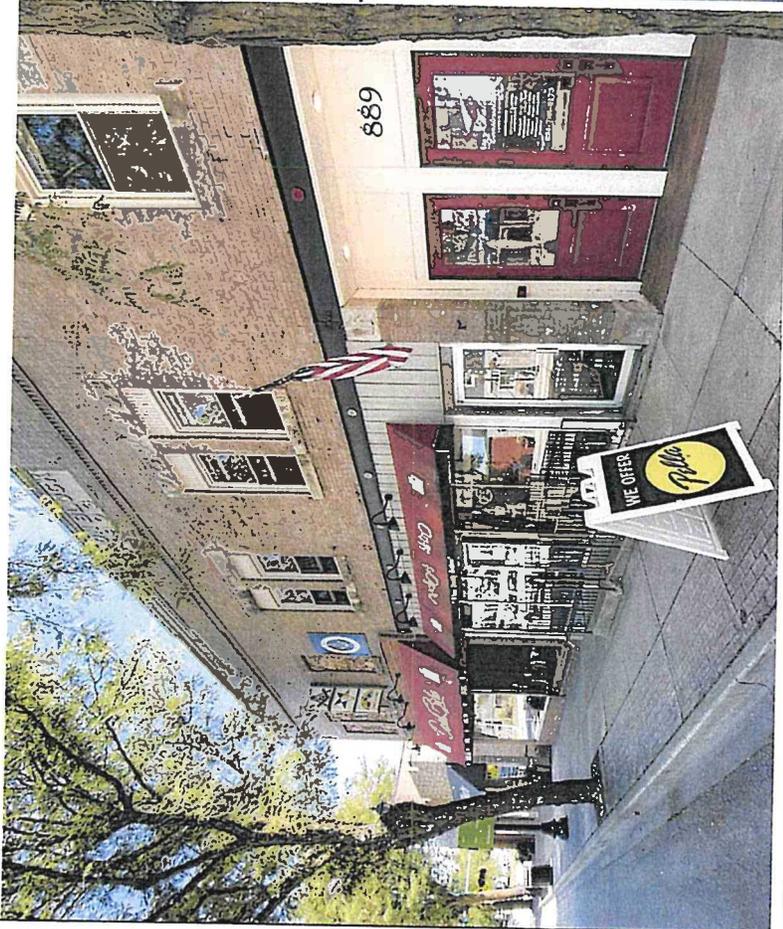


MAIN STREET VIEW LOOKING SOUTH

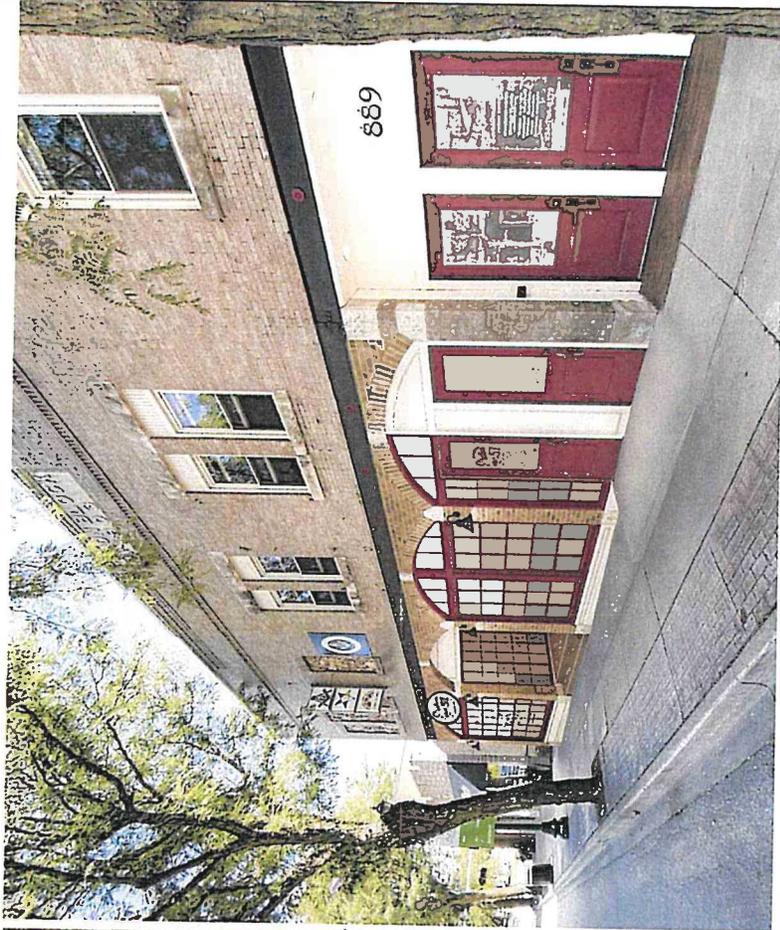
KANG ARCHITECTS
850 TAVERN DRIVE UNIT 108C LAKE VILLA, IL 60046
EMAIL: BRAD.KANGARCHITECTS@GMAIL.COM
PHONE: 847.975.2904

STATION 51 TRUCK COMPANY BAR & GRILL

883 MAIN STREET ANTIOCH, IL 60002
KRIS.SCHOENBERGER EMAIL: MOBILEGRILLING@GMAIL.COM



EXISTING



PROPOSED

KANG ARCHITECTS
850 TOWER DRIVE UNIT 108C LAKE VILLAGE, IL 60046
EMAIL: BRAD.KANG@ARCHITECTS360.COM
PHONE: 847.975.2904

STATION 51 TRUCK COMPANY BAR & GRILL

883 MAIN STREET ANTIOCH, IL 60002
KRIS.SCHOENBERGER@EMAIL.MOBILEGRILLING.COM



Figure 1: 883 Main Street

Historical Restoration Analysis

Based on the Village's "Downtown Façade Guidelines", every effort should be made to restore the historic façade of the building. The policy question is whether the applicant's proposed exterior renovation is consistent with the original character of this building? Based on Staff's analysis, the following improvements appear to be consistent with the original façade:

- The applicant is removing the existing metal window system and replacing it with new face brick that will match the second floor:
- The applicant is reintroducing the "store bays" that can be observed in the above captioned picture and the historical store front rhythm that was original to the building.
- The applicant is replacing the contemporary glass doors with doors that reflect the historical character of the building.
- The applicant is removing the handicapped ramp located in front of the building which detracts from the historical character of this building.
- The applicant is using historically sensitive materials, including brick and wood in lieu of the contemporary steel window system that dominates the façade now.
- The applicant is restoring the steel lintel that divides the first floor from the second floor of this building.

One unique aspect of this concept is the introduction of traditional bay doors that will be able to be opened during the warm months of the year. While not mirroring the historical appearance of the original façade, Staff believes the design of these bays compliment the original historic appearance of the structure. This slight variation from the historical appearance makes the re-use of this building more functional and constitutes a good example of re-adaptive use of a historic structure.

Based on Staff's review, we believe that the exterior renovations proposed are consistent with the Village's Downtown Façade Guidelines.

Economic Impact Analysis

While the applicant's facades request is significant, the overall grant request is consistent with Staff's economic development strategy of attracting major new investment into Downtown Antioch. As reflected in projects like the "Antioch Theatre, PM&L Theatre, Lovin Oven, and the Rivalry Alehouse, Staff's economic development goal is to attract major commercial anchors to the Downtown. These commercial anchors require significant capital and the Village has historically been a partner in these larger projects.

Based on the applicant's proposal, over \$400,000.00 would be invested in the subject space to bring the existing restaurant up to date and to renovate the existing façade. In addition to the facade renovation, the applicant would be making the following investment in the subject space:

- New dining configuration
- New kitchen
- New bar area
- New interior and finishes
- New flooring

The applicant's concept, along with the anticipated opening of the "Rivalry Alehouse" in 2021 would provide new economic energy to the Downtown next year. This fact would be especially important in the Village's business recovery plan from Covid-19. As outlined in the Village's "Business Plan", it is critical that more visitors be attracted to the Downtown and Staff believes that the applicant's concept would help achieve this goal.

Currently, there is approximately a \$80,000.00 balance in remaining "Façade and Business Incentive Grant" funds for the fiscal year of 2020-21. If the Village Board supports this grant request, the balance of the funds would be potentially drawn from the "Business District" fund. As previously outlined, the intent of the Business District was to facilitate new development and businesses in the Downtown and along Main Street. Using a portion of the existing "Business District" funds would be appropriate in view of the potential economic development impact that this concept would have in Downtown.

Based on the foregoing analysis, Staff would make the following motion:

We move that the Village Board approve the herewith attached Façade Resolution approving \$100,000.00 for Station 51 located at 883 Main Street.