

VILLAGE OF ANTIOCH

RESOLUTION 18-xx

A RESOLUTION GRANTING A CONDITIONAL LICENSE TO THE OWNERS OF 945 MAIN STREET ALLOWING THE CONDITIONAL USE OF VILLAGE-OWNED PROPERTY AND GRANTING A BUSINESS DEVELOPMENT INCENTIVE PACKAGE

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 No. 05-07 in 2005 which required that $\frac{1}{4}$ of the sales taxes generated by the shopping center anchored by Walmart and Menards be dedicated to preserving and enhancing the vitality of the Village's downtown area, and

WHEREAS, the Village Board was unable to provide the funding requested by this Resolution during the recession years and was forced to rescind the same, but currently has the resources available to assist a few specific and worthwhile business ventures which have shown the potential to materially improve the economic prosperity of the downtown, increasing property values and easing the property tax burden on homeowners, 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 945 Main Street have petitioned the Village seeking a license to use a portion of the Village-owned parking lot adjoining their building for outdoor seating, and

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

WHEREAS, the Petitioner has presented a business development concept to the Village Board which is dependent on both the Village allowing the reconfiguration and use of a village-owned parking lot which lies between the subject property and Park Avenue, and the grant of \$200,000.00 in business development incentives, and

WHEREAS, the Village Board has considered the Petition at three public meetings, and the Board finds that allowing the use of the Village's parking lot and granting a package of business incentives 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 A includes a copy of the conceptual drawing which graphically depicts the area sought to be used for outdoor seating, along with a reconfiguration of the parking lot, and installation of new sidewalks, curbs, pavement and gutters as well as an arbor-covered beer garden and outdoor seating area, and

WHEREAS, Exhibit A also shows a significant addition to the existing building, including a glass-enclosed central atrium area and a second story with indoor and outdoor seating, all of which are found to constitute the kind of unique development that is likely to provide enhanced eating and entertainment options within the downtown area, and

WHEREAS, the Village Board specifically recognizes the noteworthy intentions of the Petitioner as documented in the concept drawings presented in the Petition and presentation as a greatly improved entryway into the downtown area and a significant improvement over the existing unremarkable building and the frequently underutilized and rather poorly laid out parking lot, 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 properties which are likely to benefit the entire area in a manner which is consistent with the premise embodied in Resolution No. 05-07, 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 945 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 would only be compatible with redevelopment of the 945 Main Street property into a restaurant establishment with a site plan and architecture which meets with standards that conform with the downtown form code, all other village ordinances, 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 this should be a strict condition on the grant of any license for the use of the Village's parking lot, and

WHEREAS, the corporate authorities find that the Exhibit A Petition indicates a potential to meet the foregoing goals in a modestly revised form, and necessitates that certain conditions set forth herein are met including indemnifying the Village for liability that may result from the petitioners use and license of the property in question, and

WHEREAS, the owners of the 945 Main Street property have acknowledged that if they are given this license to use Village-owned property, they would not be receiving any estate or other title to the land involved and that their use of the property is consensual, subject to the terms of

this resolution, in the form of a limited and revocable license and that the same will never ripen to an estate or other interest in the land itself, and

WHEREAS, the grant of business incentives herein is specifically required to be expended upon the purchase of the equipment for the bar and restaurant, including, but not limited to such items as stoves, ovens, fryers, hoods, fire suppression equipment, coolers, freezers, bars, stools, tables, chairs, wait stations and the like, all of which will be needed to provide a sustainable restaurant and bar business which provides employment opportunities for a number of people, many of whom can be expected to live in Antioch, and

WHEREAS, the proposed business incentive grant agreement is attached hereto as Exhibit B, and

WHEREAS, Village Trustees Jerry T. Johnson and Ed Macek have recused themselves from consideration, discussion or other participation in the deliberations and decision of the Village Board on the matters discussed herein,

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

SECTION ONE: A license shall be granted to the owners of the commercial building located at 945 Main Street to use the area depicted on Exhibit A for the construction of a beer garden and outdoor seating of patrons of their business, subject to strict compliance with the conditions set forth herein and according to this license agreement at all times during the licensing period.

SECTION TWO: The license granted by Section One is strictly conditioned upon the following terms:

- A. The license is revocable by the Village Board for good cause. Any violation of these conditions shall be considered good cause, but the Village Board may find that other good cause exists.
- B. The licensee shall be entirely responsible for maintaining the licensed area in a neat, orderly and sanitary condition at all times.
- C. The license shall not be transferrable, except with the approval of the Village Board.
- D. The licensee shall construct the proposed permanent improvements in the licensed area in conformity with all applicable codes, and in substantial conformity with Exhibit A hereto, provided that minor deviations may be allowed therefrom as may be required to meet fundamental and accepted engineering standards and building codes.
- E. The licensee shall further construct such safety barriers as are deemed suitable by Staff and any engineering consultants to shield to people on the patio area from errant vehicles and other roadside hazards.
- F. The licensee has completed a Site Plan Review for the proposed exterior modifications to 945 Main Street, including the proposed outdoor patio area, hardscaping improvements,

landscaping, lighting, and parking lot configuration. The conceptual plans approved by that review process are incorporated into the terms and conditions of the license.

- G. The licensee agrees to install a decorative design feature on the subject site and at the intersection of Main Street and Park Avenue which may include a flagpole, clock, sculpture, or other design element to be subsequently approved by the Village Board.
- H. The license shall lapse if the 945 Main Street building is used for any purpose other than a restaurant, unless the same is extended by specific approval of the Village Board.
- I. The licensee shall be responsible for all maintenance of the entire licensed area, including, but not limited to landscaping, mowing and plowing.
- J. At such time as the license shall end for any reason whatsoever, the licensee shall be entirely responsible for removing all structures, tables, chairs, decorations or other items located on the patio area to the satisfaction of the Village.
- K. The licensee shall reasonably cooperate with the Village and Staff in any initiative to improve the parking and access to adjoining properties, including specifically any initiative to improve the parking and vehicle flow in the easterly-adjoining parking lot for the "Park Avenue Mall".
- L. 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 use 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.

SECTION THREE: The Business Incentive Grant Agreement, in the form attached as Exhibit B hereto be and is approved in all particulars.

SECTION FOUR: The Mayor, Administrator and all other appropriate officials are duly authorized and directed to execute the Exhibit B Business Incentive Grant Agreement and 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 ____ DAY OF _____, 2018.

ATTEST:

LAWRENCE M. HANSON, MAYOR

CHERYL MATEJA, DEPUTY VILLAGE CLERK

Exhibit B
VILLAGE OF ANTIOCH
BUSINESS INCENTIVE GRANT AGREEMENT

THE VILLAGE OF ANTIOCH (Grantor), being a municipal corporation of the State of Illinois and vested with the powers afforded to it by law, including those codified at 65 ILCS 5/1-1-1 et. seq., and in exercise of its powers and authority to expend funds in the public interest and to promote the development of quality businesses and promote the expansion of employment opportunities within the Village does hereby grant to THE RIVALRY, LTD (Grantee) the sum of TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, upon the following terms and conditions:

1. **GRANT.** This is an outright grant of funds, conditioned only upon the terms and conditions of this Agreement, to be used for the purchase of bar and restaurant equipment to be used in the restaurant and bar business intended to be operated at the property commonly known as 945 Main Street.
2. **USE OF FUNDS.** The Grantee is given discretion to use the funds for the purchase of such equipment that will be used in the operation of a commercial restaurant building on the said property, in substantial conformance with the concept drawings presented to the Village Board in a petition seeking this grant as well as a license for the use of a village-owned parking lot, which equipment will help ensure a successful business is launched and operated, thereby positively improving property values, stabilizing the village's property and sales tax receipts and providing a significant number of jobs.
3. **ESCROWS.** 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 and installation as the Village Attorney may reasonably require.
4. **LONGEVITY.** 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 May 1, 2019, 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

5. **CHATTEL MORTGAGE.** To secure this agreement, the Grantor will be granted the security of a UCC chattel mortgage on the bar and restaurant equipment, which shall be filed with the Illinois Secretary of State for the protection of the Grantor. This chattel mortgage will be dissolved by the filing of a satisfaction of the same following the 5th anniversary of the opening of the business.
6. **MERGER.** This agreement, together with any adopting Resolution of the Village Board of the Village of Antioch, 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.
7. **LAW.** 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.
8. **NOTICES.** 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

With a copy to:

Village Clerk
874 Main Street
Antioch, IL 60002

GRANTEE:

THE RIVALRY, LTD
James Donahoe
945 Main Street
Antioch, IL 60002

(forward to signature page)

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates next following their signatures:

Village of Antioch, Grantor

By: Lawrence M. Hanson
Its: Mayor

Date: _____, 2018

Witnessed by Clerk
Cheryl Mateja

Date: _____, 2018

THE RIVALRY, LTD.

By: James Donahoe
Its: President and sole shareholder

Date: _____, 2018