

Request For Board Action

REFERRED TO BOARD: December 14, 2020

AGENDA ITEM NO: 9

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Resolution to approve a Façade Grant in the amount of \$100,000.00 for Station 51 located at 883 Main Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The applicant is proposing to open a new restaurant in Downtown Antioch at the former location of "David's Bistro". Currently, the site is vacant. A Village Façade Program was created in 2016 by the Village Board. As adopted, the façade program is a 50/50 matching program for commercial users. In the program., applicants are eligible for a matching grant in the maximum amount of \$100,000.00. The purpose of the program is to renovate the exterior facades of buildings within the district. Concurrent with the adoption of the program, a set of "Downtown Façade Design Guidelines" was also adopted by the Village Board.

The applicant has outlined an exterior renovation in excess of \$200,000.00 and is requesting \$100,000.00 in façade funds to help them with the building materials for this proposed renovation. In addition to an extensive exterior renovation, the applicant would be making a major interior renovation of the existing restaurant. As outlined in the herewith attached staff report, there is approximately \$80,000.00 in remaining funds in the Façade/Business Incentive Grant program and the balance of the funds would be from the "Business District". Both funds were intended to invest in the Downtown in order to attract new economic development.

Enclosed

- 1) Village Board Staff Report
- 2) Resolution
- 3) Proposed Façade elevations
- 4) Costs estimates

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

We move that the Village Board approve the herewith attached resolution for a Façade Grant in the amount of \$100,000.00 for Station 51 located at 883 Main Street.

RESOLUTION 2020 - _____

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:

Village Clerk
874 Main Street
Antioch, IL 60002

Sequoit Masonic Lodge #827
(address to come)

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 ____ DAY OF _____, 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