



VILLAGE OF THORNTON

Liquor Commission Meeting

August 05, 2024 at 6:00 PM

Village Hall – 115 East Margaret St

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Presentation regarding 110 E. Margaret Street**
 - A. Noel Garcia - Owner
 - [B.](#) Dave Habecker - Building Commissioner
- IV. Adjournment**



ATTORNEYS AT LAW

John O'Donnell
Michael J. Marovich
Timothy C. Lapp
Scott D. Dillner

Section III, Item B.

John A. Hiskes
*J. David Dillner**
*Retired
Of Counsel
Chris J. Heaney

July 26, 2024

Sent by USPS and by
Email to: ngarcia@ng-distillery.com

Mr. Noel Garcia
NG Distillery
497 Hirsch Ave
Calumet City Illinois 60409

RE: 110 E Margaret Thornton Illinois

Dear Mr. Garcia:

This firm represents the Village of Thornton, Illinois. On November 16, 2020, the Village and NG Distillery entered into an agreement for the redevelopment of 110 E. Margaret. Pursuant to the contract, the Village sold the property to NG Distillery for the sum of \$36,300.00 and NG Distillery was to rehabilitate the property within two years of the date of closing. In the event the rehabilitation was not completed in that time, or other defaults occurred, then the Village could take the property back via a re-conveyance deed executed by NG Distillery at closing. The closing took place on January 15th, 2021.

The reason for my writing today is that the Village believes NG Distillery to be in default of several provisions of the contract including but not limited to;

1. Paragraphs 7 and 12, developer will rehabilitate, and project will be completed no later than 24 months after the delivery of the deed. Project not completed.
2. Paragraph 8, developer shall pay all real estate taxes levied against the property when due. 2021-2023 taxes unpaid.

I have enclosed a copy of the agreement for your reference.

Please note that the Board will consider whether to declare you in default at its August 5th, 2024 Board Meeting. Be advised that if the Board declares you in default, then per the

Mr. Noel Garcia
July 26, 2024
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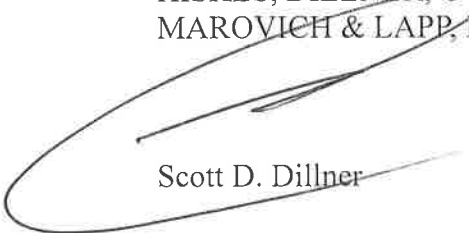
Redevelopment Agreement the reconveyance deed you signed at the original closing will be recorded which will vest the title back to the Village.

Also please note that the liquor Commission has scheduled a Hearing regarding revocation of your liquor license for August 5, 2024 at 6:00 p.m. You should be receiving a separate notice of that Hearing.

Please feel free to contact me directly with any questions or concerns that you may have.

Very truly yours,

HISKES, DILLNER, O'DONNELL,
MAROVICH & LAPP, LTD.



Scott D. Dillner

SDD:rc
Enclosure

VILLAGE OF THORNTON
REDEVELOPMENT AGREEMENT FOR
110 E. MARGARET STREET

THIS AGREEMENT is made on or as of the 16 day of November 2020 by and between the VILLAGE OF THORNTON, a Municipal Corporation ("Village") having its offices at Village Hall, 115 E. Margaret St., Thornton, Illinois 60476 and Noel Alberto Garcia Jr., d/b/a Beverage and Mixer, Inc., 497 Hirsch Avenue, Calumet City, IL 60409 ("Developer") regarding the transfer of property located at 110 E. Margaret Street Thornton, Illinois

Property Index Numbers: 29-34-119-009-0000; 29-34-119-013-0000; 29-34-119-015-0000

WITNESSETH:

WHEREAS, the Village owns parcels of land for development within the Village; and

WHEREAS, the Village seeks to cause the return of properties to tax producing status; and

WHEREAS, the Village seeks to aid the private sector in the redevelopment and reuse of vacant properties for the purposes of reactivating its tax base and encouraging the retention and creation of new businesses and jobs for its residents; and

WHEREAS, the Developer has submitted a plan for the redevelopment to the Village; and

WHEREAS, this parcel is in need of redevelopment; and

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them covenant and agree with the other as follows:

1. The Village has obtained a deed to the Property. The address, permanent index number of the real property (the "property") are attached hereto as Exhibit "A".
2. The Developer shall be responsible for all extraordinary costs incurred, and reimbursement to the Village, in obtaining title to the Property including, but not limited to, attorney's fees, mailing and publication of notices, court reporting fees and title reports.
3. The Developer shall remit to the Village the total amount of THIRTY-SIX THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$36,300.00) for the transfer of the Property. FIFTEEN THOUSAND DOLLARS (\$15,000.00) of this total having been previously paid by Developer, leaving a balance of TWENTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$21,300.00).

4. The Developer has conducted its due diligence investigation concerning the condition of the improvements upon the property and will take title to the property in as "AS IS" condition. The Developer has further conducted its due diligence investigation concerning the title to the property including all liens, taxes and encumbrances and has consulted with an attorney of its choosing concerning the title to the property and is satisfied with the condition of said title. It shall be the Developer's responsibility to remove or take subject to all objectionable liens, taxes, and encumbrances, if any, from the title to the property. THE VILLAGE OF THORNTON MAKES NO WARRANTIES OF ANY KIND CONCERNING THE MERCHANTABILITY OF THE TITLE TO THE PROPERTY OR THE CONDITION OF THE STRUCTURE OR THE STATUS OR PRESENCE OF ANY ENVIRONMENTAL CONTAMINATION (INCLUDING MOLD OR OTHER HAZARDOUS MATERIALS ON THE PROPERTY).
5. The Village of Thornton will NOT execute a statement required for issuance of ALTA owners and loan policies commonly called "ALTA" statement, at closing.
6. Once a deed for the Property has been issued in the name of the Village and the Developer is not then in default of this Agreement, the Village shall convey its interest in the Property to the Developer by a recordable quit claim deed, subject to any and all liens or encumbrances held by the Village or others. The Developer shall be responsible for all costs and the preparation of all documents necessary to close the transaction between the Village and the Developer and shall be responsible for costs of transfer including Village Transfer Stamps, if any, and recording.
7. The Developer shall improve or rehabilitate the Property in accordance with the approved plans and specifications set forth in its application on file with the Village ("Project") and shall complete the Project within the time period set forth in Paragraph 12 below. The Developer shall not deviate from the approved plans and specifications without the prior written consent of the Village.
8. The Developer shall pay all real estate taxes levied on the property when due and shall not seek to exempt the parcels from real estate taxes. Failure to pay the real estate taxes is considered default under this Agreement.
9. After completion of the Project, the Developer shall request from the Village a Certificate of Completion certifying that the Project has been completed in accordance with the plans and specifications. The Certificate shall constitute a conclusive determination of satisfaction and termination of the covenant in the deed regarding the completion of the Project. The certificate shall be in such form as will enable it to be recorded. Upon the written request by the Developer for a Certificate of Completion, the Village shall, within forty-five (45) days after receipt of same, provide the Developer with either the Certificate or a written statement indicating

how the Developer has failed to complete the Project, or is otherwise in default, and what measures or acts will be necessary for the Developer to take or perform in order to obtain the Certificate.

10. Prior to the completion of the Project, the Developer shall not sell, convey, or assign the property or any part thereof or interest therein without the prior written approval of the Village, except that the Developer may mortgage the Property or make a collateral assignment of a beneficial interest.
11. The Developer agrees for itself, its heirs, successors and assigns that:
 - a. The Property shall be used solely for the purposes set forth in the Developers application on file with the Department of Planning for a period of not less than five (5) years from the date of the deed; and
 - b. There shall be no discrimination upon the basis of race, color, religion, sex or national origin in the sale, lease, rental or occupancy of the Property.
12. The Developer shall accept title to the Property subject to a covenant substantially in the following form. The property is to be used solely for the uses and purposes set forth in the Grantee's application on file with the Village of Thornton (the "Project"). The Project shall be completed no later than twenty-four (24) months after the delivery of this deed. The Grantee shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, rental or occupancy of the property. Failure to comply with this covenant shall cause all title, rights and interest in the property herein conveyed to revert to the Village of Thornton, and the Village shall be entitled to recover all costs and expenses, including attorney's fees incurred in re-vesting title in the Village. This covenant shall run with the land and shall terminate five (5) years after the recording of the deed. This covenant shall be enforceable against the Grantee, its heirs, successors and assigns.
13. Prior to the conveyance of the Property to the Developer, the Developer shall deliver to the Village a recordable re-conveyance warranty deed for the Property, re-vesting title in the Village free and clear of all liens and encumbrances. The Village shall have the right to record the re-conveyance warranty deed if there is a default by the Developer at any time or if the Developer cannot or does not complete the Project in accordance with the terms of this Agreement. The Village shall return the re-conveyance warranty deed to the Developer after the Certificate of Completion has been issued.
14. The Developer warrants and represents that neither it nor any of its employees or agents is acting on behalf of any owner, occupant or party who has an interest in or is responsible for the payment of delinquent taxes on the Property prior to the signing of this Agreement. The Developer further warrants and represents that no

benefit shall accrue by virtue of this Agreement to any party, other than itself, who has an interest in the Property prior to the conveyance to the Developer.

15. Defense of collateral attacks against deed, appeals, any pre-taxed and post-taxed deed proceeding shall be the sole responsibility of the Developer.
16. The Developer, its successor and assigns, shall indemnify and hold the Village and its agents harmless against any and all claims, known and unknown, including environmental conditions or violations of existing environmental laws or other encumbrances, arising out of or during the Village's ownership of the property or arising out of Developer's performance or, or failure to perform its obligations under this Agreement.
17. The Village reserves the right to take any and all steps pursuant to its police power to preserve and protect the Property and the public.
18. Developer hereby represents and warrants to the Village that at all times Developer shall comply with all applicable Village zoning ordinances and regulations, and all building and fire code regulations, and all other applicable Village ordinances, resolutions and regulations. Developer will pay his/her real estate taxes in a timely manner.
19. The parties do not presently believe or contemplate that this project is subject to the Prevailing Wage Act (820 ILCS 130/1) under the law as it exists today. However, in the event that this project is determined to be subject to the Prevailing Wage Act, the Developer shall comply with the Prevailing Wage Act and indemnify and hold the Village and its officers and employees under or pursuant to the Prevailing Wage Act, including interest and penalties.
20. The parties acknowledge that documents related to this transaction may be subject to disclosure under the Illinois Freedom of Information Act.

IN WITNESS WHEREOF, the Village has caused this Agreement to be duly executed in its name and behalf by its President and the Developer has signed the same on or as of the date first written above.

VILLAGE OF THORNTON

Robert Kolosh
Robert Kolosh, President

Date 11-16-20

DEVELOPER: Beverage and Mixer, Inc.

Noel A Garcia Jr
Noel A. Garcia, Jr., President

Date 11/17/2020

ATTEST:

Debra L. Piszczewski
Debra L. Piszczewski, Village Clerk

Date 11-16-20

EXHIBIT A

THE EAST 30 FEET OF LOTS 7, 8 AND 9 AND THE WEST 16 FEET OF LOT 4 AND THE WEST 60 FEET OF LOTS 5 AND 6
IN BLOCK 15 IN TOWN OF THORNTON SUBDIVISION, IN SECTION 34, TOWNSHIP 36 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 29-34-119-009-0000; 29-34-119-013-0000; 29-34-119-015-0000

Commonly known as: 110 East Margaret Street, Thornton, Illinois 60476



VILLAGE OF THORNTON

115 EAST MARGARET STREET • THORNTON, ILLINOIS 60476
PHONE (708) 877-4456 • FAX (708) 877-4458

NOTICE OF REVOCATION OF LIQUOR LICENSE

BUSINESS NAME: Beverage and Mixer Inc. d/b/a NG Distillery
110 E Margaret Street
Thornton Illinois 60476

c/o Mr. Noel Garcia
497 Hirsch Ave
Calumet City Illinois 60409

Sent by regular mail and email ngarcia@ng-distillery.com

You are hereby notified that due to violations of the Village of Thornton Illinois Liquor Ordinance at 110 East Margaret Street Thornton, Illinois, your current liquor license will be the subject of a revocation hearing before the Local Liquor Control Commissioner. The revocation hearing will take place at the Village of Thornton Village Hall 115 East Margaret Street Thornton Illinois 60476 on August 5th at 6pm. At the hearing, you will be allowed to have an attorney, cross-examine witnesses and have your own witnesses give testimony on your behalf.

The reasons for the revocation of your liquor license are as follows:

1. Beverage and Mixer Inc dba NG Distillery does not currently have a Village of Thornton business license.
2. The premises located at 110 E Margaret Street is under construction and has not been approved for occupancy.
3. The premises located at 110 E Margaret does not have hot and cold running water or toilet facilities as required by Thornton Code 5-2A- 5c.

The items listed above are in derogation of the ordinances of the Village which regulate the operation of liquor establishments, you were issued a class 2 license which allows for sale at retail and on premise consumption of alcoholic liquor at 110 East Margaret, the premises are and have been under construction for several years and are not approved for occupancy. ,

Very truly yours,

Joseph Pisarzewski Acting Mayor
Village of Thornton, Illinois

THORNTON BUILDING DEPARTMENT

MEMORANDUM



TO: Melissa Wiak, Village Administrator
FROM: Dave Habecker, Building Commissioner *DH*
DATE: July 1, 2024
SUBJECT: 110 East Margaret Street/NG Distillery

Background

Noel Garcia of has been in the process of opening NG Distillery in Thornton for years. He began about 5 or 6 years ago when he approached staff about purchasing the firehouse on Williams Street for his distillery. Unable to secure funding, he then was interested in a lease/purchase agreement of the old public works building on Harriet Street. We did receive preliminary architectural plans for that venture, however all documentation from his initial proposals were lost in the computer attack earlier this year. He gave up on the public works building because he didn't qualify for State small business grants under a lease, which led him to purchase 110 East Margaret from the Village on January 15, 2021. On January 21, 2021, he was issued a permit for interior demolition and clean-up. He gutted the entire first floor in preparation for construction.

While working on plans with his architect, Mr. Garcia was issued a liquor license by the Village In July of 2021. To my knowledge, the reasoning behind issuing a liquor license prior to occupancy was to allow him to apply for his State of Illinois liquor license due to the long wait time involved. Once approved by the State, he was then eligible for the small business grants that he needed to fund construction. He was issued his initial State liquor license on November 11, 2021. He currently holds a State liquor license that expires 10/31/2024 and a Village of Thornton liquor license that expires on December 31, 2024, although staff believes this is a "typo" because he only paid for the 6 month period from January through June 2024.

In March of 2022, he began the plan review process with our code consultants and his plans were approved on July 26, 2023. He was forced to change architects in the middle of the review, which is why the lengthy review process. On September 20, 2023, he was granted a permit for the interior build-out of his distillery and bar/lounge by the Village.

Current Status

Since permit issuance, no work has begun. Mr. Garcia has expressed frustration with ComEd and lengthy lead times for power and electrical service parts. However, other aspects of the project could be accomplished while waiting on power. Framing of the interior, roof work, fire sprinkler installation, along with the required larger water line are a few examples of work that could be completed. Section 7-3A-5 of the Thornton Municipal Code and Section 105.5 of the International Building Code both authorize the Building Official to revoke a permit if work has

not commenced in 180 days. As of July 1, 2024 it has been 284 days since this permit has been issued. Staff has been reluctant to revoke the permit and tried to work with Mr. Garcia to get the business open.

In conversations with Mr. Garcia, he has stated that he is currently producing distilled spirits in Michigan and marketing and selling them in Illinois under his liquor license here in Thornton. It also appears that he has been using his building as storage. We did inspect the first floor as part of his initial demolition permit. At that time the building was empty. Currently, there is evidence that the first floor is filled with supplies and equipment.

The use of the liquor license aside, Mr. Garcia has not been granted occupancy. The building has no utilities and no work has begun. Although his permit does list a general contractor, there is no evidence that a contract has been signed or preliminary work has begun. Staff has been contacted by the electrician listed on his permit about installing residential electric to the upstairs apartments. However, the second floor is outside of the scope of his permit and architectural plans.

The purchase of the property from the Village included three (3) PIN numbers: 29-34-119-009-0000, 29-34-119-013-000, and 29-34-015-0000. The property taxes for 2022 and 2023, totaling \$46,657, have not been paid according to the Cook County Property Tax Portal.

Recommendations

1. Revoke Mr. Garcia's liquor license and contact the State Liquor Authority of his status.
2. Cancel his permit (The Municipal Code requires the refund of all payments less \$10).
3. All future permitting shall be accomplished through a general contractor or construction manager/consultant.