

**AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES FOR
IMPROVEMENTS TO THE BUSINESS LOCATED
AT 1961 RIDGE ROAD UNDER THE VILLAGE OF HOMEWOOD
BUSINESS INCENTIVE PROGRAM**

This Agreement is made and entered this ____ day of _____ 2025, between Lovise Jiles, Copper Still Martini Lounge & Speakeasy ("Owner"), and the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation ("Village").

WHEREAS, the Owner has requested financial assistance from the Village to upgrade an existing building within the Village's B-1 downtown core district, including the installation of a grease trap and interior build-out required for a business expansion and commercial kitchen; and

WHEREAS, the Owner represents and warrants that without financial assistance from the Village, the Project as contemplated would not be economically feasible; and

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, making grants to any commercial enterprises deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Owner has obtained bids to install a grease trap on the property with the cost not to exceed \$10,000; and

WHEREAS, the Owner has obtained bids for renovation and site improvements, with the lowest bid totaling \$67,000; and

WHEREAS, the Village supports making the proposed improvements to increase the building's functionality, thereby strengthening the Village's economic viability, and as such is willing to enter into this Agreement.

NOW, THEREFORE, in exchange for the mutual promises and considerations set forth herein, the Owner and Village agree:

1. TERMS OF AGREEMENT

As authorized by the President and Board of Trustees of the Village of Homewood on _____, 2025, and subject to the terms of this Agreement, the Village of Homewood agrees to reimburse the Owner for the cost of certain rehabilitation work to be undertaken on the property commonly known as 1961 Ridge Road, Homewood, Illinois ("Property"), in the B-1

downtown core district as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.

2. UNDERTAKING ON PART OF THE VILLAGE

Subject to this Agreement, the Village agrees to the following:

- a. Rebate Places for Eating Tax imposed by Homewood Municipal Code Sec. 102-136 through 102-144 ("Places for Eating Tax") and collected by the business at 1961 Ridge Road for three (3) years after construction of the commercial kitchen is completed. The rebate shall be limited to fifty percent (50%) of the commercial kitchen build-out cost, but in any case not to exceed Thirty-Seven Thousand Five Hundred (\$37,500.00).
- b. The Village agrees to reimburse the Owner 100% of the cost to install a grease trap on the property, but not to exceed Ten Thousand Dollars (\$10,000.00), to be paid in a lump sum within sixty (60) days after the Owner submits a reimbursement request in compliance with paragraph 3c below.

3. UNDERTAKINGS ON THE PART OF THE OWNER

- a. The Owner shall comply with all requirements imposed by the Homewood Municipal Code, including registration and filing monthly Places for Eating Tax returns with the Village's Finance Department.
 - b. Owner shall execute all contracts in connection with said Work and ensure that the Work is completed under said contracts. The Owner shall furnish the Village with copies of all contracts for said Work. All Work shall comply with all local codes.
 - c. Within sixty (60) days of completing the Work contemplated under this agreement, the Owner shall submit a written reimbursement request to the Village's Community Development Department along with the following documentation:
 - i. Copies of canceled check(s) or other evidence that the Owner has paid for the Work;
 - ii. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.
4. Failure to submit a written reimbursement request within sixty (60) days of completing the Work contemplated under this agreement shall be grounds for the Village to deny reimbursement.

5. Changes, additions, revisions, or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.

6. Owner shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the approved plans and/or does not comply with all local codes.

7. Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.

8. Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Owner as additional insured.

9. Owner agrees to comply with all Federal, State, and local laws and regulations.

10. Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement resulting from the Owner's or contractor's negligence, including claims for personal injury, wrongful death, and property damage. Owner agrees to indemnify and hold the Village harmless from all such claims arising out of this Agreement resulting from the Owner's negligence or willful and wanton conduct.

11. Owner agrees to complete Work within twelve (12) months of the execution of this agreement. Failure to complete said Work shall constitute a default under this Agreement.

12. Upon completion of the Work, the Owner agrees to maintain the property, in compliance with all Village codes. Failure to comply with Village codes constitutes a default under this Agreement.

13. This Agreement shall not be transferrable by the Owner without the express written consent of the Village.

14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by Certified Mail with postage prepaid, or by personal delivery. Notice by Certified Mail shall be considered given when deposited in the United States Mail. Should such default remain uncured twenty-one (21) days after such notice was given, the non-

defaulting party may terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.

15. Should either party initiate litigation against the other to enforce this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.

16. If any portion of this Agreement is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining Agreement terms.

17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation shall not be binding upon either party unless incorporated in this Agreement.

18. If a conflict arises between the Agreement text and the exhibits, the Agreement text shall control.

19. Failure of any party to insist upon the strict performance of the terms, covenants, and conditions herein contained, or any of them, shall not constitute a waiver of any party's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force.

20. Notices under this Agreement shall be sent:

To the Village:

Village Manager
Village of Homewood
2020 Chestnut Rd.
Homewood IL 60430

With a copy to:

Christopher J. Cummings
Village Attorney
2024 Hickory Rd., Suite 205
Homewood IL 60430

To the Owner:

Lovise Jiles
83 Graymoor Ln.
Olympia Fields, IL 60461

With a copy to:

Todd Klein
16835 S. Halsted
Harvey, IL 60426

Owner shall return three (3) signed copies of this Agreement to the Community Development Department within thirty (30) days of receipt. The Village reserves the right to rescind this Agreement if the Owner fails to return the signed Agreements as specified.

IN WITNESS WHEREOF, the parties have executed this Agreement on the above day and date.

VILLAGE OF HOMEWOOD

Copper Still Martini Lounge

By: _____
Village President

By: _____
Lovise Jiles, Owner

ATTEST:

Signed and sworn to before me by
Lovise Jiles on
_____, 2025.

Village Clerk

Notary Public

EXHIBIT A

Legal Description:

Lots 1, 2, 3 and 4 in Homewood Realty Trust Resubdivision of part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded July 13, 1925, in Book 209 of Plats, Page 41, as Document No. 8972425, in Cook County, Illinois.

Common Address: 1961 Ridge Road, Homewood IL 60430

PIN: 29-31-408-001-0000

EXHIBIT B

Description of Work	Cost
Grease Trap	\$ 10,000
Restaurant Buildout	\$ 67,000
<i>TOTAL</i>	<i>\$77,000</i>