

**AGREEMENT TO PROVIDE FINANCIAL INCENTIVES AND EXPENSE
REIMBURSEMENT FOR IMPROVEMENTS TO THE BUSINESS
AT 18064 MARTIN AVENUE UNDER THE VILLAGE OF HOMEWOOD
BUSINESS INCENTIVE PROGRAM**

This Agreement is made and entered this 14th day of November 2023, between William Davis, Bergstein’s NY Deli & Sandwich Shop (“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 central business district, including installation of a grease trap, interior remodeling, and site improvements required for a new restaurant; 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 considered 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 \$25,000; and

WHEREAS, the Owner has obtained bids for renovation and site improvements, with the lowest bid totaling \$332,501; 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 November 14, 2023, and subject to 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 18064 Martin Avenue, Homewood, Illinois (“Property”), in the B-1 central

business 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:

a. Rebate Places for Eating Tax imposed by Homewood Municipal Code § 102-136 through 102-144 ("Places for Eating Tax") and collected by the Owner for the first three (3) years the restaurant is open, but not to exceed Sixty Thousand Dollars (\$60,000.00), provided the Owner otherwise complies with this Agreement.

b. Reimburse the Owner 100% of the cost to install a grease trap on the property, but not to exceed Twenty-Five Thousand Dollars (\$25,000.00), to be paid in a lump sum within sixty (60) days Owner submits a reimbursement request in compliance with Paragraph 3c below.

c. Reimburse the Owner's landlord 50% of the cost of the ADA compliant bathroom in Exhibit B, but not to exceed Five Thousand Dollars (\$5,000.00), to be paid in a lump sum within sixty (60) days after the Owner submits a reimbursement request in compliance with Paragraph 3c below.

d. Reimburse the Owner up to 25% of the remaining build-out costs identified in Exhibit C, but not to exceed Sixty Thousand Dollars (\$60,000.00), to be paid in a lump sum within sixty (60) days after 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 the Work and ensure that the Work is completed under said contracts. The Owner shall give the Village copies of all contracts for the 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. The Village shall not be obligated to provide any incentive payments to the Owner or the Owner's landlord until all Work is completed, the Owner has received a certificate of occupancy, and the restaurant is open for business.
5. 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.
6. Material 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.
7. 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.
8. Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.
9. 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.
10. Owner agrees to comply with all Federal, State, and local laws and regulations.
11. 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.
12. 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.

13. After 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.

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

15. 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.

16. Should either party initiate litigation against the other to enforce this Agreement, the successful litigant will have the right to recover court costs and reasonable attorney fees.

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

18. 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.

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

20. Failure of any party to insist on 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.

21. 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:

William Davis
Bergstein's NY Deli & Sandwich Shop
200 Dixie Hwy
Chicago Heights, IL 60411

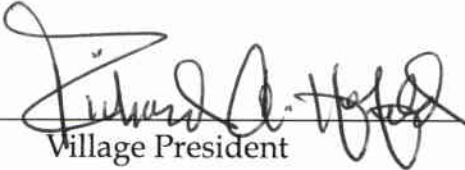
With a copy to:

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

Bergstein's NY Deli & Sandwich Shop

By: 
Village President

By: 
William Davis, Owner

ATTEST:

Signed and sworn to before me by
William Davis on
November 16, 2023.


Village Clerk



Notary Public



EXHIBIT A

Legal description:

Lot 1 of Schmidt's Resubdivision of Lots 13 and 14 in Block "A" in the Village of Hartford, otherwise Homewood, being a Subdivision of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 18064 Martin Avenue

PIN: 29-31-310-016-0000

EXHIBIT B

Bergstein’s Deli and Sandwich Shop (“Bergstein’s”) acknowledges that Martin Arrivo, owner of the property at 18064 Martin Avenue has, at Bergstein’s request, agreed to construct improvements to the Project as described in this Agreement. As provided in this Agreement, Bergstein’s is entitled to reimbursement from the Village for certain development costs as provided in Paragraph 2, including payment within (60) days of the restaurant’s Opening Date. Bergstein’s irrevocably authorizes and directs the Village of Homewood to pay Martin Arrivo \$5,000.00 of the initial incentive payment to reimburse Martin Arrivo for those expenses incurred in building out the Project:

Description of Work	Cost
ADA Compliant Bathrooms	\$ 10,000

The Owner’s landlord, Martin Arrivo shall be paid on the date Bergstein’s becomes eligible to receive the initial incentive payment under the Agreement. If the Bergstein’s fails to complete all Work described in this Agreement, receive a certificate of occupancy, and open for business, the Owner’s landlord shall not be entitled to reimbursement for the ADA compliant bathroom construction.

EXHIBIT C

Costs to be Reimbursed

Description of Work	Cost
Grease Trap	\$ 25,000
Restaurant Build-out	\$ 249,450
<i>TOTAL</i>	<i>\$274,450</i>

This document prepared by Christopher J. Cummings, Village Attorney, Village of Homewood, 2024 Hickory Rd., Suite 205, Homewood IL 60430.