

RESOLUTION NO. R-3199

**A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF HOMEWOOD AND JWP INTERPRIS CORP. FOR PROPERTY
AT 18123 HARWOOD AVENUE**

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 other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, JWP Interpris Corp has submitted a request to be reimbursed for the cost of a grease trap on the property at 18123 Harwood Avenue; and

WHEREAS, the building in question has been vacant for several years and requires substantial investment to bring it up to code; and

WHEREAS, the applicant is renovating the building to include a restaurant on the first floor and two second-floor apartments at a total estimated cost of \$925,000; and

WHEREAS, renovation and reoccupation of this building will provide substantial economic benefit to the Village; and

WHEREAS, the President and Board of Trustees of the Village of Homewood find it to be in the Village's best interest to enter into the redevelopment agreement attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Homewood:

SECTION ONE - APPROVAL OF REDEVELOPMENT AGREEMENT:

The redevelopment agreement attached as Exhibit A to this resolution is approved and the Village President is authorized to execute the same on behalf of the Village.

SECTION TWO - EFFECTIVE DATE:

This resolution shall be in full force after its passage, approval, and publication in accordance with the law.

PASSED and APPROVED this 10th day of September, 2024.

Village President

ATTEST:

Village Clerk

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____

**EXHIBIT A - REDEVELOPMENT AGREEMENT
18123 HARWOOD AVENUE
HOMEWOOD, ILLINOIS**

**AGREEMENT TO PROVIDE EXPENSE REIMBURSEMENT FOR IMPROVEMENTS
TO THE BUILDING AT 18123 HARWOOD AVENUE UNDER THE VILLAGE OF
HOMWOOD BUSINESS INCENTIVE PROGRAM**

This Agreement is made and entered this 10th day of September, 2024, between Joe Peters, JWP Interpris Corp. (“Owner”), and the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (“Village”).

WHEREAS, the Owner has requested financial assistance from the Village for improvements to an existing mixed-use commercial/residential building within the village’s B-1 Central Business District, including the installation of a grease trap 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 enterprise 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 lowest bid being \$36,560; and

WHEREAS, the Village supports making the proposed improvements to increase the building’s functionality, thereby enhancing its 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 THE AGREEMENT

As authorized by the President and Board of Trustees of the Village of Homewood on September 10, 2024, 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 building commonly known as 18123 Harwood Avenue, Homewood, Illinois (“Property”), located 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. UNDERTAKINGS OF THE VILLAGE

Subject to this Agreement, the Village agrees to:

Reimburse the Owner 100% of the cost to install a grease trap on the property, but not to exceed Thirty-Six Thousand and Five Hundred Sixty Dollars (\$36,560), to be paid in a lump sum within sixty (60) days after all of the following items are completed: installation of the grease trap, the Owner submitting a reimbursement request, and the restaurant opening for business.

3. UNDERTAKINGS ON THE PART OF THE OWNER

- a. The Owner shall comply with all the 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 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 payment to the Owner 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 the completion of 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 previously 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 hereby 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. 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 will have the right to recover court costs and reasonable attorney fees.
16. 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 portions hereof.
17. This Agreement constitutes the entire agreement between the parties. 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 on the strict performance of the terms, covenants, agreements, 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, agreement or condition, but the same shall continue in full force.
20. Notices under this Agreement shall be sent as follows:

To the Village:

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

To the Owner:

Joe Peters
JWP Interpris

With a copy to:

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

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

JWP Interpris Corp

By: _____
Village President

By: _____
Joe Peters, Owner

ATTEST:

Signed and sworn to before me on
_____, 2024

Village Clerk

Notary Public

EXHIBIT A

Legal Description:

Lot 7 and the South Half of Lot 6 in Block 2 in Thornton Station now Village of Homewood, a Subdivision of the Southeast Quarter of the Southwest Quarter of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 18123 Harwood Avenue, Homewood, Illinois 60430

PIN: 29-31-313-003-0000
29-31-313-004-0000