RESOLUTION NO. R-3279

A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD, VIVEK PINTO AND CRAB BAGZ LLC FOR PROPERTY AT 18679-18681 DIXIE HIGHWAY

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, Crab Bagz LLC plans an expansion of an existing approved business in the Village of Homewood, to add approximately 2,200 square feet of floor area to the business to support increases in sales and business activity;

WHEREAS, Crab Bagz LLC has submitted a request to be reimbursed for business expansion costs, including new signage, concrete repairs, and kitchen plumbing improvements at 18679-18681 Dixie Highway; and

WHEREAS, the building is owned by Vivek Pinto of Oveido, Florida, and has provided authorization for Crab Bagz LLC to bid and perform work to expand the existing restaurant business, and to apply for necessary incentives to perform the work;

WHEREAS, the Non-TIF Business Incentive program is designed to reimburse eligible costs expended in the expansion and improvement of existing businesses in the Village, or the construction or relocation of new businesses in the Village, to encourage economic development and continued investment in Village commercial and industrial properties when it is deemed to the in the Village's best interest to support such investments;

WHEREAS, the Retail Enhancement Program is one of three programs created within the Non-TIF Business Incentive Program to support such expansion and development, which allows for reimbursements of up to $10,000 to support the expansion of improvement of existing businesses in the Village;

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, reimbursing up to $10,000 in eligible project costs;

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 November, 2026.

_____
Village President

ATTEST:

_____
Village Clerk

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

EXHIBIT A – REDEVELOPMENT AGREEMENT
18679-18681 DIXIE HIGHWAY
VILLAGE OF HOMEWOOD, ILLINOIS

AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES FOR IMPROVEMENTS TO PROPERTY LOCATED AT 18679-18681 DIXIE HIGHWAY UNDER THE HOMEWOOD BUSINESS INCENTIVE PROGRAM IN THE VILLAGE OF HOMEWOOD, ILLINOIS

This Agreement is made and entered on April 28, 2026, between Paris Walker of Crab Bagz LLC ("Business Owner"), Vivek Pinto ("Property Owner") and the Village of Homewood, an Illinois municipal corporation ("Village").

WHEREAS, Business Owner has requested financial assistance from the Village to upgrade an existing property within the village's B-3 General Business District, including installing new signage, repairing concrete, and adding plumbing fixtures ("the Project");

WHEREAS, Business Owner has received authorization from Building Owner to perform bids and complete work to upgrade existing property, including both interior and exterior improvements;

WHEREAS, Business Owner has obtained bids with the lowest bids for each area of work considered for this incentive, totaling $26,800; and

WHEREAS, the Village is desirous of having the Business Owner and Building Owner improve the property, thereby enhancing total business activity, increasing the appearance and character of the surrounding neighborhood, and promoting public health and safety; and

WHEREAS, the Business 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 other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development within the municipality.

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

1. As authorized by the President and Board of Trustees of the Village of Homewood on November 10, 2026 and subject to the terms of this Agreement, the Village of Homewood agrees to reimburse the Business Owner for a portion of the cost of certain work to be undertaken on the property commonly known as 18673-18681

Dixie Highway, Homewood, Illinois ("Property"), located in the B-3 General Business District as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.

2. The work eligible for reimbursement ("Work") is described in Exhibit B to this Agreement. Building Owner has submitted supporting bids totaling $26,800. The Village agrees to reimburse Building Owner up to $10,000, representing fifty percent (50%) of represented costs of improvements included within eligible work.

3. Business Owner shall be responsible for executing all contracts in connection with said Work and ensuring that the Work is completed in accordance with said contracts. The Building Owner shall furnish the Village with copies of all contracts for said Work. All Work shall comply with all local codes.

4. Within sixty (60) days of the completion of the agreed upon Work under this agreement, the Business Owner shall submit a written reimbursement request to the Village's Community Development Department along with the following documentation:

A. Copies of cancelled check(s) or other evidence that Business Owner or Building Owner has paid for the Work;

B. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.

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. Business Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.

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

9. Building 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 Building Owner as additional insured.

10. Building Owner and Business Owner agree to comply with all Federal, State, and local laws and regulations. Building Owner also agrees that it will notify all contractors and subcontractors of their obligation to comply with the Prevailing Wage Act if applicable.

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

12. Building Owner and Business Owner hereby agrees to complete Work within twelve (12) months of the execution of this agreement. Failure to complete said Work, including failure to receive approval for required Village applications or permits, shall constitute a default under this Agreement.

13. Upon completion of the Work, the Building Owner hereby agrees to maintain the subject property, including landscaping, in compliance with all applicable 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 the giving of such notice, the non-defaulting party shall have the right to 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 the terms of this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.

16. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason 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 portions hereof.

17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

18. This Agreement does not constitute a general obligation of the Village, and Building Owner and Business Owner acknowledge that Village has no obligation hereunder to make any payments to Building Owner or Business Owner from any other funds other than the Non-TIF Business Incentive Program Fund.

19. In the event of a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control and govern.

20. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

21. A Memorandum of this Agreement substantially similar to Exhibit C shall be recorded by the Village and shall be binding on the Building Owner and Business Owner

22. Notices under this Agreement shall be sent as follows:

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 Building Owner:
Vivek Pinto
1447 Myrtle Oaks Trail
Oviedo, FL 32765

To the Business Owner:
Crab Bagz LLC
ATTN: Paris Walker
18681 Dixie Highway
Homewood, IL 60430

23. Building Owner or Business Owner shall return three (3) signed copies of this agreement to the Village Manager's Office within thirty (30) days of receipt. The Village reserves the right to rescind this Agreement if signed Agreements are not returned as specified.

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

VILLAGE OF HOMEWOOD

By:_____
Village President

ATTEST:

_____
Village Clerk
Vivek Pinto

By:_____
Village President

Crab Bagz LLC

By:_____

Signed and sworn to before me on
_____, 2026

_____
Notary Public

EXHIBIT A

Legal Description:

Lot 10 (Except the North 10 Feet Thereof) and Lots 7, 8, 9 and 10 in Block 1 in Southgate, Being a Subdivision of part of the South ½ of the Northeast ¼ of Section 6, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 18673-18681 Dixie Highway, Homewood, IL 60430

PINs: 32-06-218-043-0000

EXHIBIT B

Description of Work	**Approved Cost**	**Approved Reimbursement Maximum**
Kitchen Plumbing Fixture Installation	$17,500	$8,750
Concrete Repair	$5,300	$2,650
Signage Materials and Installation	$4,000	$2,000
TOTAL	**$26,800**	**$13,400 (total reimbursement shall not exceed $10,000)**

MEMORANDUM OF AGREEMENT

(EXHIBIT C)

On November 10, 2026, the VILLAGE OF HOMEWOOD, Cook County, Illinois ("VILLAGE"), Vivek Pinto ("Property Owner") and Crab Bagz LLC ("Business Owner"), entered into a Redevelopment Agreement covering the following property:

Legal Description:	Lot 10 (Except the North 10 Feet Thereof) and Lots 7, 8, 9 and 10 in Block 1 in Southgate, Being a Subdivision of part of the South ½ of the Northeast ¼ of Section 6, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent index numbers:	32-06-218-043-0000
Address of Real Estate:	18673-18681 Dixie Highway, Homewood, Illinois 60430

The Agreement provided reimbursement of certain eligible redevelopment costs concerning the subject property.

The said Agreement contains additional provisions, including Building Owner's obligation to repay funds to the Village if the business ceases operation within three (3) years after the Work has been completed.

VILLAGE OF HOMEWOOD

By: _____
Richard A. Hofeld, Village President

Signed and sworn to before me by Richard A. Hofeld on _____, 2026.

_____
Notary Public

CRAB BAGZ LLC

By: _____
Paris Walker

Signed and sworn to before me by Paris Walker on _____, 2026.

_____
Notary Public

VIVEK PINTO

By: _____
Vivek Pinto

Signed and sworn to before me by Vivek Pinto on _____, 2026.

_____
Notary Public

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