

**AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES FOR IMPROVEMENTS
TO THE BUSINESS LOCATED AT 17501 DIXIE HIGHWAY UNDER THE
HOMEWOOD BUSINESS INCENTIVE PROGRAM
IN THE VILLAGE OF HOMEWOOD, ILLINOIS**

This Agreement is made and entered on October 25, 2022, between Mike Galderio, (“Owner”) of Balagio Ristorante, 17501 Dixie Highway, and the Village of Homewood, an Illinois municipal corporation (“Village”).

WHEREAS, Owner has requested financial assistance from the Village to upgrade an existing building within the village’s B-2 community business district, including landscaping improvements; and

WHEREAS, the Owner has obtained bids with the lowest bid totaling \$3,500; and

WHEREAS, the Owner has recently invested thousands of dollars to complete the sealcoating and crack sealing of their parking lot and other *permanent* facility improvements; 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 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 Owner and Village agree as follows:

1. As authorized by the President and Board of Trustees of the Village of Homewood on October 25, 2022, 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 17501 Dixie Highway, Homewood, Illinois (“Property”), located in the B-2 Community 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. The owner has submitted plans and supporting bids totaling \$3,500. The Village agrees to reimburse Owner \$3,500.

3. 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 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 Work contemplated under this agreement, the Owner shall submit a written reimbursement request to the Village's Director of Economic and Community Development along with the following documentation:

- A. Copies of cancelled check(s) or other evidence that 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. 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. 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. Upon completion of the Work, the Owner hereby agrees to maintain the subject property, 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 Owner acknowledges that Village has no obligation hereunder to make any payments to Owner from any other funds other than the Downtown Homewood 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. 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 Owner:

Mike Galderio
Balagio Ristorante
1702 W. 187th Street
Homewood, IL 60430

With a copy to:

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

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

VILLAGE OF HOMEWOOD

Balagio Ristorante

By: _____
Village President

By: _____
Mike Galderio, Owner

ATTEST:

Signed and sworn to before me on
_____, 2022

Village Clerk

Notary Public

EXHIBIT A

Legal Description:

A triangular tract of land in the Northeast Quarter of Section 31, Township 36, North, Range 14, East of the Third Principal Meridian, lying North Westerly of a line 66 feet North Westerly from Northwesterly line of the right of way of the Illinois Central Railroad and Northeasterly of Vincennes Road and South of North line of the Northeast Quarter of Section 31 aforesaid; except that part taken by the Department of Transportation of the State of Illinois under Case No. 99L50814 described as follows: That part of the Northeast Quarter of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian; described as follows: Beginning at the point of Intersection of the North line of the Northeast Quarter of said Section 31 with the Southerly right of way line of Governors Highway according to the plat thereof recorded August 8, 1950 as Document No. 14870636 and condemned by Court Case No. 37C-10240; thence Southerly 10.232 meters (33.57 feet) along a curve to the left having a radius of 91.440 meters (300.00 feet), the chord of said curve bears on an assumed bearing of South 7 degrees 42 minutes 28 seconds West; a 10.226 meters (33.55 feet); thence Southerly 18.293 meters (60.02 feet) to the Easterly right of way line of Dixie Highway (Vincennes Road), according to the plat thereof recorded August 8, 1950 as Document No. 14870636 and condemned by Court Case 37C-010240; thence North 24 degrees 43 minutes 50 seconds West along the said Easterly right of way line of Dixie Highway (Vincennes Road) a distance of 27.432 meters (90.00 feet) to the Southerly right of way line of Governors Highway as Document 14870636 and condemned by Court Case 37C-10420; thence Easterly 9.340 meters (30.64 feet) along the said Southerly right of way line of Governors Highway on a curve to the left having a radius of 323.549 meters (1061.51 feet), the chord of said curve bears North 70 degrees 53 minutes 19 seconds East, 9,340 meters (30.64 feet) to the point of beginning in Cook County, Illinois.

That part of the East Half of Vincennes Road which lies immediately West of and adjoining above described premises; in Cook County, Illinois.

Common Address: 17501 Dixie Highway

PINs: 29-31-200-001-0000

EXHIBIT B

Description of Work	Cost
Install New Landscaping	\$3,500

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