

**AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES
FOR COMMERCIAL PROPERTY LOCATED AT 18676 DIXIE HIGHWAY
IN THE SOUTHGATE TAX INCREMENT FINANCING DISTRICT
OF THE VILLAGE OF HOMEWOOD, ILLINOIS**

This Agreement is made and entered on October 25, 2022, between Paul Henke, President of E.M.A. Building Corporation, (“Building Owner”), and the Village of Homewood, an Illinois municipal corporation (“Village”).

WHEREAS, Building Owner has requested financial assistance from the Village to upgrade an existing space within a multi-tenant building in the village’s B-2 community business district; and

WHEREAS, the Building Owner has obtained bids with the lowest bids for replacing flooring, doors, and signage, totaling \$22,500; and

WHEREAS, the Village is desirous of having the Building Owner update the property in compliance with current building codes, thereby enhancing the economic viability of the village and promoting public health and safety; and

WHEREAS, the Building 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; and

WHEREAS, Section 11-74.4-4 of the Illinois Municipal Code (65 ILCS 5/11-74.4-4) authorizes a municipality to enter into a contract to renovate or rehabilitate an existing structure within a redevelopment project area.

NOW, THEREFORE, in exchange for the mutual promises and considerations set forth herein, the Building 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 Building Owner for the cost of certain rehabilitation work to be undertaken on the building commonly known as 18676 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. Building Owner has supporting bids to replace the flooring, door, and signage totaling \$22,500. The Village agrees to reimburse Building Owner \$11,250.00, representing fifty percent (50%) of the cost of said Work.

3. Building 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 Work contemplated under this agreement, the Building 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 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. Building 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. Building 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 agrees 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 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 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 acknowledges that Village has no obligation hereunder to make any

payments to Building Owner from any other funds other than the Southgate Redevelopment Project Area Special Tax Allocation Fund (Southgate TIF).

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.

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:

E.M.A. Building Corporation
Attn. Paul Henke
1177 Farwell Drive
Madison, WI 53704

With a copy to:

Angela Thomas
Thomas Photographic
18705 Dixie Highway
Homewood, IL 60430

23. Building 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 Building 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

E.M.A. Building Corporation

By: _____
Village President

By: _____
Paul Henke, President

ATTEST:

Signed and sworn to before me on
_____, 2022

Village Clerk

Notary Public

EXHIBIT A

Legal Description:

The North 113 feet of the South 263 feet of that part of the Southeast Quarter of the Northwest Quarter of section 6, Township 35 North, Range 14, East of the Third principal Meridian, described as follows: beginning at a point which is 33 feet north and 33 feet west of the Southeast corner of said Southeast Quarter of the Northwest Quarter thence north parallel with the East line of said Southeast Quarter of the Northwest Quarter 869 feet, thence west parallel to the North line of said Southeast Quarter of the Northwest Quarter 250.65 feet; thence South 869 feet, thence East 250.65 feet to the point of beginning

and

That part of the Southeast Quarter of the Northwest Quarter of section 6, Township 35 North, Range 14, East of the Third principal Meridian, described as follows: beginning at a point which is 33 feet north and 33 feet west of the Southeast corner of said Southeast Quarter of the Northwest Quarter of section 6 aforesaid; thence north parallel with the East line of said Southeast Quarter of the Northwest Quarter aforesaid 150 feet; thence West parallel with the North line of said Southeast Quarter of the Northwest Quarter aforesaid, 250.65 feet; thence South 150 feet; thence East 250.65 feet to the point of beginning, containing 86/100 of an acre more or less.

Common Address: 18676 Dixie Highway

PINs: 32-06-118-004-0000
32-06-118-016-0000

EXHIBIT B

Description of Work	Cost
Replace Signage	\$1,249
Replace Floors	\$17,000
Install Door	\$4,250
TOTAL	\$22,500

MEMORANDUM OF AGREEMENT
(EXHIBIT C)

On October 25, 2022, the VILLAGE OF HOMEWOOD, Cook County, Illinois (“VILLAGE”) and E.M.A. Building Corporation (“BUILDING OWNER”), entered into a Redevelopment Agreement covering the following property:

The North 113 feet of the South 263 feet of that part of the Southeast Quarter of the Northwest Quarter of section 6, Township 35 North, Range 14, East of the Third principal Meridian, described as follows: beginning at a point which is 33 feet north and 33 feet west of the Southeast corner of said Southeast Quarter of the Northwest Quarter thence north parallel with the East line of said Southeast Quarter of the Northwest Quarter 869 feet, thence west parallel to the North line of said Southeast Quarter of the Northwest Quarter 250.65 feet; thence South 869 feet, thence East 250.65 feet to the point of beginning
and

That part of the Southeast Quarter of the Northwest Quarter of section 6, Township 35 North, Range 14, East of the Third principal Meridian, described as follows: beginning at a point which is 33 feet north and 33 feet west of the Southeast corner of said Southeast Quarter of the Northwest Quarter of section 6 aforesaid; thence north parallel with the East line of said Southeast Quarter of the Northwest Quarter aforesaid 150 feet; thence West parallel with the North line of said Southeast Quarter of the Northwest Quarter aforesaid, 250.65 feet; thence South 150 feet; thence East 250.65 feet to the point of beginning, containing 86/100 of an acre more or less.

Common Address: 18676 Dixie Highway

PINs: 32-06-118-004-0000
32-06-118-016-0000

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

VILLAGE OF HOMEWOOD

E.M.A. BUILDING CORPORATION

By: _____
Richard A. Hofeld
Village President

By: _____
Paul Henke, President

Signed and sworn to before me by
Richard A. Hofeld on _____,
2022.

Signed and sworn to before me by Paul
Henke on _____, 2022.

Notary Public

Notary Public

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