VILLAGE OF UNIVERSITY PARK
BOARD OF TRUSTEES
Committee Of The Whole Meeting

Tuesday, March 12, 2019
90 Town Center Drive, University Park, Illinois
7:00 p.m.

Visitors are always welcome to all public meetings of the Board of Trustees. To comment on an issue, persons wishing to speak will be called upon by the Mayor during Section 4, General Public. The interested party will stand, identify themselves and make their comment.

In order to give proper consideration to all items on this agenda, the Mayor will limit participants in a debate and will close off protracted, repetitive, irrelevant or abusive remarks. Public Comments will be limited to a total of thirty (30) minutes.

AGENDA

1. CALL TO ORDER.

2. ROLL CALL.

3. PLEDGE OF ALLEGIANCE

4. GENERAL PUBLIC COMMENT.
   This is a comment forum, and if response is necessary, Board members may elect to respond formally at the next regular Board meeting.

5. BUSINESS DISCUSSION ITEMS:
   5-a1) Discussion and Presentation on Complete Streets and Green Infrastructure by South Suburban Mayors And Managers Association

   5-a2: Discussion - An Ordinance Establishing A Tax Upon The Use And Privilege Of Renting A Motel Or Hotel Room In The Village Of University Park, Will And Cook Counties, Illinois And Providing Penalties For The Violation Thereof
5-a3) Discussion - An Ordinance Authorizing The Execution Of A Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And John J. Tatum D/B/A Sole Vegan Café For Town Center Units 22 And 26


5-a5: Discussion - An Ordinance of the Village of University Park, Will And Cook Counties, Illinois, Establishing Responsible Bidder Guidelines

6. ADJOURNMENT
AGENDA SECTION: COW DISCUSSION

Item: Presentation Related To The Village Of University Park, Will And Cook Counties, Illinois, Adopted Complete Streets And Green Infrastructure Policy

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: March 12, 2019

Presentation Relating to A Complete Streets And Green Infrastructure Policy Adopted At the meeting held February 26, 2019

APPROVED: 

John E. Pate
Village Manager

BOARD ACTION: Motion By: __________________________ Seconded By: __________________________

Ordinance Number: __________________________ Resolution Number: __________________________
AGENDA SECTION: COW DISCUSSION  DOCKET NUMBER: 5-2a

Discussion - An Ordinance Establishing A Tax Upon The Use And Privilege Of Renting A Motel Or Hotel Room In The Village Of University Park, Counties Of Cook And Will, And State Of Illinois, And Providing Penalties For The Violation Thereof

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF COW: March 12, 2019.

Presented for Your Consideration and Approval is An Ordinance Establishing A Tax upon the Use and Privilege of Renting A Motel or Hotel Room In The Village Of University Park

APPROVED:

[Signature]

John E. Pate,
Village Manager

BOARD ACTION: Motion By: ____________________________ Seconded By: ____________________________
Ordinance Number: ____________________________ Resolution Number: ____________________________
Comments: ____________________________
ORDINANCE NO. __________

AN ORDINANCE ESTABLISHING A TAX UPON THE USE AND PRIVILEGE OF RENTING A MOTEL OR HOTEL ROOM IN THE VILLAGE OF UNIVERSITY PARK, WILL AND COOK COUNTIES, ILLINOIS AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF

WHEREAS, the Village of University Park (the "Village") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "Home Rule Powers"); and

WHEREAS, the Mayor and Board of Trustees of the Village (the "Corporate Authorities") have deemed it advisable and in the best interest of the residents of the Village to adopt a tax upon the rental or leasing of hotel and motel rooms; and

WHEREAS, the Corporate Authorities may from time to time amend the text of the Codified Ordinances of the Village of University Park when it is determined to be in the best interests of the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Corporate Authorities find and determine that the adoption of this Ordinance is in the best interests of the Village as well as in the public interest.

Section 3. Title Four ("Taxation") of Part Eight ("Business Regulation and Tax Code") of the Codified Ordinances of the Village of University Park is hereby amended by adding Chapter 897, which shall read as follows:
CHAPTER 897. - HOTEL AND MOTEL ACCOMMODATIONS TAX.

Section 897-01. Definitions: For the purpose of this ordinance, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this section:

a. “Motel room” or “Hotel room” means a room within a structure offered for rental on a daily basis and containing facilities for sleeping. One room offered for rental with or without an adjoining bath shall be considered as a single motel or hotel room. The number of motel or hotel rooms within a suite shall be computed on the basis of those rooms utilized for the purpose of sleeping.

b. “Owner” means any person having an ownership interest in or conducting the operation of a motel or hotel room or receiving the consideration for the rental of such motel or hotel room.

c. “Person” means any natural person, trustee, court appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, government corporation, municipal corporation, district or other political subdivision, contractor, supplier, vendor, vendee, operator user or owner, or any officers, agents, employees or other representative, acting either for himself or for any other person in any capacity, or any other entity recognized by law as the subject of rights and duties. The masculine, feminine, singular or plural is included in any circumstances.

Section 897-02. Imposition of Tax

There is hereby imposed and shall immediately accrue and be collected, a tax upon the rental or leasing of any hotel or motel accommodation in the Village at the rate of seven (7) per cent of the gross rental or leasing charge.

Section 897-03. Liability for Payment.

a. The ultimate incidence of and liability for payment of said tax is to be borne by the person who seeks the privilege of occupying the motel or hotel room, said person hereinafter referred to as “renter”.

b. The tax herein levied shall be paid in addition to any and all other taxes and charges. It shall be the duty of the owner of every motel or hotel to secure said tax from the renter of the motel or hotel room and to pay over to the Village Treasurer said tax under procedures prescribed by the Village Treasurer, or as otherwise provided in this ordinance.

c. Every person required to collect the tax levied by this ordinance shall secure said tax from the renter at the time he collects the rental payment for the motel or hotel room. Upon the invoice receipt or other statement or memorandum of the rent given to the
renter at the time of payment the amount due under the tax provided in this ordinance shall be stated separately on said documents.

Section 897-04. Books and Records:

The Village Treasurer, or any person certified by him as his deputy or representative, may enter the premises of any motel or hotel for inspection and examination of books and records in order to effectuate the proper administration of the ordinance and to assure the enforcement of the collection of the tax imposed. It shall be unlawful for any person to prevent, hinder, or interfere with the Village Treasurer or his duly authorized deputy or representative in the discharge of his duties in the performance of this ordinance. It shall be the duty of every owner to keep accurate and complete books and records to which the Village Treasurer, or his deputy or representative (authorized by him) shall at all time have full access, which records shall include a daily sheet showing: (1) the number of motel or hotel rooms rented during the 24-hour period, including multiple rentals of the same motel or hotel room where such shall occur, and (2) the actual hotel or motel tax receipts collected for the date in question.

Section 897-05. Transmittal of Tax Revenue:

a. The owner or owners of each motel or hotel room within the Village shall file tax returns showing tax receipts received with respect to each motel and hotel room during each three (3) month period – ending on March 31, June 30, September 30, and December 31 of each year – upon forms prescribed by the Village Treasurer. However, the first reporting period shall be for the period beginning July 1, 2019 through September 30, 2019. Quarterly return is due on or before the 15th day of the next month following the quarter in which room rentals are charged. At the time of filing said tax returns, the owner shall pay to the Village Treasurer all taxes due for the period to which the tax return applies.

b. Any owner of a motel or hotel who for the preceding quarterly period has filed to pay over the proper amount of tax to the Village Treasurer, may be required by the Village Treasurer, in his discretion, to file subsequent returns and pay the tax herein imposed on a monthly basis, in which cash payments of the tax shall be made to the Village Treasurer on or before the last day of the month succeeding the month for which the tax was due.

c. If for any reason any tax is not paid when due, a penalty at the rate of two percent (2%) per month on the amount of tax which remains unpaid shall be added and collected.

Section 897-06. Collection: Whenever any person shall fail to pay any tax as herein provided, the Village Attorney shall, upon the request of the Village Manager, bring or cause to be brought an action to enforce the payment of said tax on behalf of the Village in any court of competent jurisdiction.

Section 897-07. Suspension of Licenses or Certificates: If the Village Manager, after hearing held by or for him, shall find that any person has willfully avoided collection or remittance
of the tax imposed by this Chapter, he may suspend or revoke all Village licenses or certificates held by said person. The owner, manager or operator of the hotel or motel accommodations shall have an opportunity to be heard and such hearing shall not be held less than five (5) days after notice of the time and place of the hearing to be held, addressed to him at his last known place of business. The suspension or revocation of any license shall not release or discharge the owner, manager or operator of hotel or motel accommodations from his civil liability for the collection or remittance of the tax nor for the prosecution of such offense.

Section 897-08. Proceeds of Tax and Fines: All proceeds resulting from the imposition of the tax under this ordinance, including penalties, shall be paid into the treasury of the Village of University Park and shall be credited to and deposited in the corporate fund of the Village.

Section 897-09. Penalties: Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this ordinance, except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than Two Hundred Fifty Dollars ($250.00) nor more than Three Hundred Fifty Dollars ($350.00) for the first offense and not less than Four Hundred Dollars ($400.00) nor more than Five Hundred Dollars ($500.00) for the second and each subsequent offense in any one hundred eighty (180) day period; provided, however, that all actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Code of Civil Procedure.

A separate and distinct offense shall be regarded as committed each day upon which said person shall continue any such violation or permit any such violation to exist after notification thereof.

Section 4. All other provisions of Title Four ("Taxation") of Part Eight ("Business Regulation and Tax Code") of the Codified Ordinances of the Village of University Park not modified herein, shall remain in full force and effect.

Section 5. Any non-preemptive state statute in conflict hereof with this Ordinance is hereby superseded to the full extent of such conflict pursuant to the exercise of the Home Rule Powers of the Village.

Section 6. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.
Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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ADOPTED by the Mayor and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois this _____ day of __________________ 2019, pursuant to a roll call vote, as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of University Park, Will and Cook Counties, Illinois on this ____ day of __________________ 2019.

__________________________
Vivian E. Covington, Mayor

ATTEST:

__________________________
Dorothy R. Jones, MMC
Village Clerk
VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: COW DISCUSSION

DOCKET NUMBER: 5-a3:

Discussion - An Ordinance Authorizing The Execution Of A Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And John Tatum d/b/a Sole Vegan for Units 22-26 Town Center Drive

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: March 12, 2019

Presented For Discussion Is an Ordinance Authorizing The Execution Of A Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And John Tatum d/b/a Sole Vegan Cafe For Town Center Units 22-26.

APPROVED:

John E. Pate,
Village Manager

BOARD ACTION: Motion By: ______________________ Seconded By: ______________________
Ordinance Number: ______________________ Resolution Number: ______________________
Comments: ______________________
ORDINANCE NUMBER O2019

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE OF COMMERCIAL PROPERTY BY AND BETWEEN THE VILLAGE OF UNIVERSITY PARK, WILL AND COOK COUNTIES, ILLINOIS AND JOHN J. TATUM D/B/A SOLE VEGAN CAFÉ FOR TOWN CENTER UNITS 22 AND 26

WHEREAS, the Village of University Park, Will and Cook Counties, Illinois (the "Village") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "Home Rule Powers"); and

WHEREAS, the Village currently owns a commercial strip center, commonly known as Town Center located in the Village of University Park; and

WHEREAS, John J. Tatum d/b/a Sole Vegan Cafe (hereinafter "Tatum") is seeking to lease space in the Village to operate a vegan restaurant; and

WHEREAS, Tatum desires to rent Units 22 and 26 within the Town Center for a period of three years at monthly rates of $1,190.00 for the units; and

WHEREAS, Tatum shall pay $1,190.00 per month for the rental of Units 22 and 26 under the Lease, however Tatum shall not be required to pay rent for the first three months of the Lease as it will undertake the cleaning, painting, furnishing and build out of the unit; and

WHEREAS, Tatum and the Village of University Park desire to execute a Lease of Commercial Property, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Lease"); and;
WHEREAS, the Mayor and Board of Trustees of the Village of University Park (the "Corporative Authorities") deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into the Lease.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois, by and through its Home Rule Powers, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Lease, a copy of which is attached hereto and made a part hereof, as Exhibit A, is hereby approved substantially in the form presented, with such necessary non-material changes, as determined by either the Village Attorney or the Mayor, with such changes and revisions therein contained being approved by execution and delivery of such Lease by the Mayor.

Section 3. The Mayor and Village Clerk are hereby authorized and directed to execute and deliver the Lease and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Lease to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.
Section 6. All ordinances, resolutions or motions, or parts thereof, in conflict with this Resolution, or any provision thereof, are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect immediately after its passage and publication as required by law.

(Intentionally Left Blank)
ADOPTED by the Mayor and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois this _____ day of _______________ 2019, pursuant to a roll call vote, as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of University Park, Will and Cook Counties, Illinois on this ____ day of _______________ 2019.

__________________________
Vivian E. Covington, Mayor

ATTEST:

__________________________
Dorothy R. Jones, MMC
Village Clerk
Exhibit A

Lease
LEASE OF COMMERCIAL PROPERTY

This lease is executed as of this ______ day of ______________, 20____, by and between the VILLAGE OF UNIVERSITY PARK, of 698 Burnham Drive, University Park, IL 60484, referred to as "Lessor," and JOHN J. TATUM D/B/A SOLE VEGAN CAFE, referred to as "Lessee." In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for the purposes only of operating a restaurant, the premises located at Unit 22 and 26, Town Center Drive, University Park, IL 60484-2800, referred to as the "Premises," together with the appurtenances thereto, for a term of three (3) years commencing on the date hereinabove set forth.

The parties agree as follows:

1. Lessee shall pay Lessor as rent for the Premises the sum of $1,190.00 per month (which equates to $3.50 per square foot), payable in advance on the first day of each month, beginning the fourth month after execution of the agreement (Lessee shall not be required to pay rent for the first three months of this lease agreement). If the rent has not been paid by the fifth day of the month, a penalty of $25.00 per day for each day thereafter shall apply and is declared to be so much additional rent to be added to the monthly rental for that month. Lessee agrees that, upon each anniversary of the execution of this lease, the rental shall be increased each year at a rate of three percent (3%) per annum or the CPI, whichever is greater.

2. Lessee shall deposit $1,190.00 with Lessor, which amount shall be held by Lessor as security for the full and timely performance by Lessee of the terms and conditions of this lease agreement. No interest shall be paid on the deposit. The security deposit shall be returned to Lessee at the expiration of this lease agreement provided that all the terms and conditions contained in this lease agreement have been fully performed by Lessee.

3. Lessee will pay, in addition to the rent above specified, all sewer and water, gas, telephone and electric light and power bills taxed, levied or charged on the Premises, real estate taxes, and liability insurance for and during the time for which this lease is granted, and in case said bills shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid are declared to be so much additional rent payable with the installment of rent next due thereafter.

4. Lessee shall not assign this lease without the prior written consent of the Lessor. If Lessee shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

5. Lessee will not allow the Premises to be used for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the prior written permission of Lessor. Lessee will not load floors beyond the floor load rating prescribed
by applicable municipal ordinances.

6. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor prior to or at the execution of this lease that are not herein expressed.

7. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to applicable statutes and ordinances and the directions of public officers thereunto duly authorized, all at its own expense, and shall yield the same back to Lessor upon the termination of this lease, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure at replacement value all glass in windows and doors of the Premises at its own expense. Lessee shall provide for adequate garbage pick-up to ensure cleanliness and sightliness of the Premises.

If the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by its agents, servants or employees, without such causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures.

8. During the term of this lease or any extension thereof, Lessee shall at its sole expense procure, keep in force and pay all premiums on a policy of fire and extended coverage insurance for the full insurable value of the fixtures, equipment and inventory located upon the premises at replacement cost which shall name the Lessor as loss payee thereunder. Lessee shall at all times furnish Lessor with a copy of said policy or certificate of insurance evidencing the same to be in full force and effect and paid in full. Any such policy of insurance shall have a specific provision therein reflecting the agreement of the insurer that no termination of the coverage or amendment of same shall be made without first giving ten (10) days' advance written notice thereof to Lessor.

Lessee shall also maintain continually in force during the term of this lease or any extended term thereof a policy of public liability insurance (standard owners, landlords and tenants liability form) with a responsible insurance company, naming the Lessor as an additional insured, which policy shall contain limits of not less than Three Million Dollars ($3,000,000.00) for injury or death to any one person and Three Million Dollars ($3,000,000.00) in the aggregate for each occurrence, and One Hundred Thousand Dollars ($100,000.00) for personal property damage. A copy of such policy or a certificate of insurance evidencing same shall be delivered to Lessors prior to the effective date of this lease, and any such policy shall contain a provision stating that no cancellation of such policy or any change in any provision thereof shall be effective unless Lessor is given at least ten (10) days' advance notice by the insurer under such policy. Lessee shall
insure that Lessor is named as an additional party insured on all insurance policies described herein.

9. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

10. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to it or its property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

11. Any fixtures previously installed, are hereby considered part of the Premises and shall remain for the benefit of Lessor upon termination of this lease, free of any liens. From the date of this lease, Lessee shall not attach, affix or exhibit except by prior written approval of Lessor, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the prior written consent of Lessor; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the prior written consent of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the prior written consent of Lessor, such locks, bolts and fixtures shall remain for the benefit of Lessor.

12. In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at its option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or if the building containing the Premises shall have been wholly destroyed, the lease hereby created shall terminate.

13. At the termination of the initial term of this lease, the lease shall be automatically renewed for an additional three (3) year period unless the Lessor notifies Lessee in writing of its intent not to renew, at least thirty (30) days prior to the termination date. Said renewal shall be upon the same terms and conditions, except that Lessee shall pay to Lessor an additional ten percent per month as the new rental rate. (Thereafter, during the ten year additional period, Lesso:
may change the rental amount at any time upon thirty (30) days advance written notice.)

At the termination of this lease, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessor retains possession of the Premises or any part thereof after the termination, then Lessor may at its option within thirty days after termination serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease at double the current monthly rental, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental, or (c) creation of a tenancy at sufferance, at a rental of Five Hundred ($500.00) dollars per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rent as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

14. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee.

Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election
not to proceed under the provisions of this lease.

15. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

16. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

17. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

18. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

19. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

20. The Lessee agrees that if in the future the Lessor desires to procure new mortgage financing on said premises that the Lessee shall execute such documents as may be required by the proposed mortgagee of said premises in order to facilitate such extension or refinancing, it being agreed, however, that the Lessee shall not be called upon to incur any personal liability with regard to the indebtedness to be secured by such mortgage, it being only required that the Lessee's interests in said premises be recognized as subject to the lien of the mortgage so to be placed on said property, and it being further agreed that no interest of the Lessee in said premises shall be defeated or terminated in the event of a default under such new mortgage if the Lessee is not in
default under the terms of such lease.

21. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

22. The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

23. In any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be declared invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

Signed by the parties hereto as of the date hereinabove set forth.

The Village of University Park, Lessor

John J. Tatum, Lessee

Its:

Its:

SUBSCRIBED and SWORN to before me this _____ day of __________________, 20___.

SUBSCRIBED and SWORN to before me this _____ day of __________________, 20___.

Notary Public

Notary Public
As a condition to the execution of this lease, for and in consideration of an additional ten ($10.00) dollars, the sufficiency of which is acknowledged as in-hand paid,

______________________________, as either the individual tenant or as the officer, director, member, or manager of the Lessee of the Lease, personally guarantees, in addition to the corporate guarantees contained herein, that the terms, conditions, and payments of this lease and any extensions thereto will be paid. Should the terms, conditions, and payments not be paid, I, ____________________________, will personally make them.

Dated: _________________________

______________________________
Guarantor of Lessee

SUBSCRIBED and SWORN to before me this _______ day of __________________, 20____.

______________________________
Notary Public
To Mayor Vivian Covington and the City of University Park,

Greetings, we have had many discussions about opening a Vegan Restaurant in the Village of University Park. We have viewed the space for the restaurant a few times in the last year and we would like to move forward with our plans for opening the business in your village. We are proposing to have the restaurant open by the summer of 2019. We would also like to propose that our agreement be that we will do the buildout on the premises and procuring of relevant equipment and furnishings throughout 2019. In exchange to do the build out the village will give Sole Vegan Cafe incentives that would be given to any new business in your village such as taxes break, capital improvement funds/tenant improvement allowances, abated rent, and reduced escalations. We will need at least 6 months from the day of opening to market and promote the restaurant. We will bring an institution that will reflect the highest level of aesthetics and service. We will be providing the best quality food the Vegan world has to offer. We also agree to promote and cross-promote with the city to bring light to the renaissance of University Park. We look forward to contributing to the economic development of the city. Our and your restaurant will be called “Sole Vegans Cafe”. We look for an opening in the summer but we may conclude earlier in which case all the timelines will be moved up. We look forward to being a viable part of your community. We appreciate the opportunity you are affording us and believe in your vision for the development and evolving economics of University Park. We look forward to your response [let's get busy].

Sincerely,

John J. Tatum

John J. Tatum C.E.O.
AGENDA SECTION:  COW DISCUSSION


SUMMARY OF REQUESTED ACTION FOR THE MEETING OF COW:  March 12, 2019


APPROVED:

John E. Pate
Village Manager
ORDINANCE NO. 02019-___________

AN ORDINANCE OF THE VILLAGE OF UNIVERSITY PARK, WILL AND COOK COUNTIES, ILLINOIS, ADOPTING A NEW CORPORATE SEAL

WHEREAS, the Village of University Park, Will and Cook Counties, Illinois (the "Village") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "Home Rule Powers"); and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (the "Code") (65 ILCS 5/2-3-8), the Village shall have a corporate seal, changeable at pleasure; and

WHEREAS, pursuant to Section 3.1-35-90(a) of the Code (65 ILCS 5/3.1-35-90(a)), the Village Clerk shall keep the corporate seal, as provided by the Mayor and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois (the "Corporate Authorities"); and

WHEREAS, pursuant to Section 3.1-35-90(c) of the Code (65 ILCS 5/3.1-35-90(c)), copies of all papers duly filed in the Village Clerk’s office and transcripts from the journals and other records and files of the Village Clerk’s office, certified by the Village Clerk under the corporate seal, shall be evidence in all courts in like manner as if the originals were produced.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois, in the exercise of the Village’s Home Rule Powers, as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part of hereof, as if fully set forth in their entirety.

SECTION 2: The official corporate seal for the Village of University Park, Will and Cook Counties, Illinois, shall be as attached in “Exhibit A.”

SECTION 3: Wherever it shall be necessary for the Village, under the authority of its Corporate Authorities; Village Manager or Village Clerk; the Codified Ordinances of University Park, Illinois, 1978;
or the general laws of the State of Illinois, or by virtue of its incorporation under the Code, to execute contracts, deeds, or other records on behalf of the Village, the official corporate seal of the Village shall be affixed to such contract, deed, or other record.

SECTION 4: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

SECTION 5: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect immediately upon its passage.

(Intentionally Left Blank)
ADOPTED by the Mayor and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois this ____________ day of ________________, 2019, pursuant to a roll-call vote, as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of University Park, Will and Cook Counties, Illinois on this ____________ day of ________________, 2019.

__________________________
Vivian E. Covington, Mayor

ATTEST:

__________________________
Dorothy R. Jones, MMC
Village Clerk
EXHIBIT A

Corporate Seal
UNIVERSITY PARK SEAL
UP Seal represents Industry, Agriculture & Learning
VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: COW DISCUSSION

Discussion – An Ordinance Of The Village of University Park, Will And Cook Counties, Illinois Establishing Responsible Bidder Guidelines

DOCKET NUMBER: 5-a5:

SUMMARY OF REQUESTED ACTION FOR THE MEETING COW OF: February 19, 2019

Presented For Discussion Is an Ordinance Of The Village of University Park, Will And Cook Counties, Illinois Establishing Responsible Bidder Guidelines

APPROVED:

John E. Pate,
Village Manager

BOARD ACTION: Motion By: ___________________________ Seconded By: ___________________________

Ordinance Number: ___________________________ Resolution Number: ___________________________

Comments: ___________________________
ORDINANCE NUMBER __________

AN ORDINANCE OF THE VILLAGE OF UNIVERSITY PARK, WILL AND COOK COUNTIES, ILLINOIS, ESTABLISHING RESPONSIBLE BIDDER GUIDELINES

WHEREAS, the Village of University Park (the "Village") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "Home Rule Powers"); and

WHEREAS, 65 ILCS 5/8-9-1 establishes certain procedures requiring a municipality to award a construction contract for public works to the lowest responsive and responsible bidder when the expense of the construction work or improvement exceeds $25,000.00; and

WHEREAS, a municipality may apply several factors to determine the responsibility of a bidder in order to ensure that certain standards are considered before awarding a construction contract beyond price and accuracy of work or material specified in a response to a bid for a contract for a construction project; and

WHEREAS, the Mayor and Board of Trustees of the Village (the "Corporate Authorities") believe it is in the best interest of the health, safety and welfare of the residents of the Village to establish certain criteria to guide staff in the determination and recommendation of a responsible bidder.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois, by and through its Home Rule Powers, as follows:

1
Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Responsible Bidder Guidelines set forth herein are hereby authorized and approved:

RESPONSIBLE BIDDER GUIDELINES

A. In determining which bidder is a “responsible bidder” for a competitive construction contract in excess of $25,000.00, a bidder must comply with the following, and submit acceptable evidence of such compliance, in addition to any other requirement as determined from time to time by the Village for the specific type of work to be performed or unless such different criteria for determining a responsible bidder for a particular project has been determined or a different standard or guideline is required by law, established by a state or federal agency or pursuant to a grant requirement:

1. Compliance with all applicable laws prerequisite to doing business in the State of Illinois and the Village;

2. Evidence of compliance with all applicable federal and state laws, as from time to time amended and supplemented;

3. Proof of insurance indicating compliance with minimum insurance coverage limits established by the Village, including but not limited to such applicable coverage in the following categories: general liability, worker’s compensation, operations, product liability, automobile or professional liability;

4. Certification to comply with all applicable provisions of the Illinois Prevailing Wage Act for those projects meeting the definitions of the construction of public works, as from time to time supplemented and amended;

5. Certification that the bidder is not barred from bidding or contracting with the State of Illinois or Village;

6. Evidence that the bidder has the financial ability, experience and equipment to discharge contractual obligations in accordance with expectations and demands of the project;

7. No delinquency in payment to the Village of any funds due;
8. Submission of no less than three (3) references on projects of a similar nature performed in the past five (5) years, including but not limited to the name, address and telephone number of the contact person having knowledge of the project along with references with the knowledge of the integrity and business practice of the bidder;

9. Ability to obtain performance bonds, if required, from a credible surety company; or

10. For such contract award in an amount greater than $150,000.00, proof of participation or active participation in an apprenticeship or training programs approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training by bidder for work contemplated under the contract.

B. In no way shall the failure by Village staff or the Corporate Authorities to consider any or all of the above referenced guidelines or to verify same invalidate an award or inhibit the discretion of the Corporate Authorities.

Section 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 4. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)
ADOPTED by the Mayor and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois this _____ day of ______________ 2019, pursuant to a roll call vote, as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of University Park, Will and Cook Counties, Illinois on this ____ day of ______________ 2019.

________________________
Vivian E. Covington, Mayor

ATTEST:

________________________
Dorothy R. Jones, MMC
Village Clerk