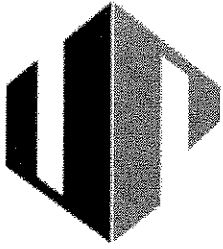


Village of

University Park



Vivian E. Covington
MAYOR

Dorothy R. Jones, MMC
VILLAGE CLERK

BOARD OF TRUSTEES

Oscar H. Brown, Jr.
Milton C. Payton
Paula C. Wilson
Elizabeth Williams
Theaplise Brooks
Curtis McMullan II

John E. Pate
Village Manager

Devon Dilworth
VILLAGE TREASURER

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

Tuesday, April 9, 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 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 Risan Foods, LLC For Town Center Unit 30 Town Center Drive.

6. ADJOURNMENT

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: COW DISCUSSION

DOCKET NUMBER: 5-a1:

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 Risan Foods, LLC For Town Center Unit 30 Town Center Drive

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: April 9, 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 For Town Center Unit .30

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 RISAN FOODS, LLC FOR
TOWN CENTER UNIT 30**

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, Risan Foods, LLC d/b/a Oasis Grill (hereinafter “*Risan*”) is seeking to lease space in the Village to operate a restaurant; and

WHEREAS, Risan desires to rent Unit 30 within the Town Center for a period of three (3) years; and

WHEREAS, Risan shall rent Unit 30 at a monthly rate of \$500.00, with the rent increasing on each anniversary of the execution of the lease at a rate of three percent (3%) per annum or the CPI, whichever is greater; and

WHEREAS, the Cafe 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 “*Corporate 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 _____, 2019, by and between **the VILLAGE OF UNIVERSITY PARK, of 698 Burnham Drive, University Park, IL 60484**, referred to as "Lessor," and **RISAN FOODS, LLC, of 233 Brenner Court, Crete, IL 60417**, 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 30, 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 May 1, 2019 and expiring on April 30, 2022.

The parties agree as follows:

1. Lessee shall pay Lessor as rent for the Premises the sum of **\$500.00 per month**, payable in advance on the first day of each month. 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 \$1,000.00 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, 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 untenable 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 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. (Hereafter, during the ten year additional period, Lessor 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 Lessee 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 rental 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

Risan Foods, LLC, 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, Cory Carter, 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, Cory Carter, will personally make them.

Dated: _____

Cory Carter, Guarantor of Lessee

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

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, Javaris Gardner, 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, Javaris Gardner, will personally make them.

Dated: _____

Javaris Gardner, Guarantor of Lessee

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

Notary Public