VILLAGE OF UNIVERSITY PARK
BOARD OF TRUSTEES
Regular Board Meeting Agenda

Tuesday, March 26, 2019
7:00 p.m.

90 Town Center Drive, University Park, Illinois

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 E, General Public Comment. 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.

A. CALL TO ORDER.

B. ROLL CALL.

C. PLEDGE OF ALLEGIANCE.

D. APPROVAL OF MINUTES

E. 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.

F. ACTION ITEMS.

F-1. UNFINISHED BUSINESS

F-1a: Presentation on Complete Streets and Green Infrastructure by South Suburban Mayors and Managers Association
F-2: NEW BUSINESS

F-2a: 1st, 2nd, and 3rd Readings - An Ordinance of The Village Of University Park, Will And Cook Counties, Illinois, Authorizing The Execution Of A Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And Zep Tepi LLC II For Town Center Units 22 And 26

F-2b: 1st, 2nd, and 3rd Readings - An Ordinance of The Village Of University Park, Will And Cook Counties, Illinois, Authorizing The Execution Of A Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And Gloria J. Taylor Foundation For Town Center Units 38 And 40

F-2c: 1st, 2nd, and 3rd Readings - An Ordinance of The Village Of University Park, Will And Cook Counties, Illinois, Adopting A New Corporate Seal

F-2d: 1st, 2nd, and 3rd Readings - An Ordinance of The Village Of University Park, Will and Cook Counties, Illinois 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.

F-2e: 1st, 2nd, and 3rd Readings - An Ordinance Of The Village Of University Park, Will And Cook Counties, Illinois, Establishing Responsible Bidder Guidelines

F-2f: A Resolution Of The Village Of University Park, Will And Cook Counties, Illinois Authorizing The Execution Of An Agreement By And Between Czervik Construction Co. And The Village Of University Park For The Remodeling Of New Municipal Offices

F-2g: A Resolution Of The Village Of University Park, Will And Cook Counties, Illinois Authorizing The Execution Of An Agreement By And Between Larson Equipment And Furniture Company And The Village Of University Park For Furniture At The New Municipal Offices

F-2h: Resolution Authorizing The Execution Of A Letter Of Engagement By And Between The Village Of University Park, Will And Cook Counties, Illinois, And John Kasperek Co., Inc. For Accounting Services

F-2i: Motion To Approve The Appointment of Ms. Deborah J. Stroud to the Economic Development Committee

F-2j: Bills Payable

G-1: Mayor’ Report - Presentation
G-2: REPORTS OF MAYOR, BOARD OF TRUSTEES, CLERK, MANAGER, APPOINTED OFFICIALS, AND COMMITTEES

H. ANNOUNCEMENT OF SCHEDULED MEETINGS

I. EXECUTIVE SESSION (Appointment, employment, compensation, discipline, performance or dismissal of certain employees; Litigation, pending and probable, sale/lease/disposal of Village Property; Contract Negotiations).

J. ADJOURNMENT.
AGENDA SECTION: NEW BUSINESS  DOCKET NUMBER: F-1a:

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 26, 2019

Presentation SSMMA 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: NEW BUSINESS

DOCKET NUMBER: F-2a:

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 Zep Tepi LLC II For Town Center Units 22 And 26

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: March 26, 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 Zep Tepi LLC II For Town Center Units 22 And 26

APPROVED: ____________________________________________

John E. Pate,
Village Manager

BOARD ACTION: Motion By: ___________________________ Secnded 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 ZEP TEPI LLC IL 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, Zep Tepi LLC IL d/b/a Sole Vegan Cafe (hereinafter the "Cafe") is seeking to lease space in the Village to operate a vegan restaurant; and

WHEREAS, the Cafe desires to rent Units 22 and 26 within the Town Center for a period of five years and the Cafe shall be entitled to build-out the Premises to allow for its business, provided however, all such build-out plans shall be approved and consented to by the Village; and

WHEREAS, the Village acknowledges the import in a Lease for Units 22 and 26, but the proposed tenant has expressed a partial waiver and reduction of rental payments in consideration for the buildout or the Premises; and

WHEREAS, the Cafe shall not be required to pay rent for the first six months, pay $595.00 per month for the subsequent six months, pay $892.50 per month for the second year of the lease, and then pay $1,190.00 per month for the third year with rent increasing upon each anniversary of the lease thereafter at a rate of three percent (3%) per annum or the CPI, whichever is greater. The
partial waiver and reduction in rent is made in consideration for the cleaning, painting, furnishing and buildout of the unit by the Cafe; 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 ________________, 20____, by and between the VILLAGE OF UNIVERSITY PARK, of 698 Burnham Drive, University Park, IL 60484, referred to as "Lessor," and ZEP TEPI LLC IL, 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 five (5) years commencing on April 1, 2019 and expiring on March 31, 2024.

The parties agree as follows:

1. Rental Amount: Lessee will not be charged any rent for the months of April 2019 through and including September 2019. Starting on October 1, 2019 through March 2020 Lessee shall pay Lessor as rent for the Premises the sum of $595.00 payable in advance on the first day of each month. Starting on April 1, 2020 through March 2021 Lessee shall pay Lessor as rent for the premises the sum of $892.50 payable in advance on the first day of each month. Starting on April 1, 2021 Lessee shall pay Lessor as rent for the premises the sum of $1,190.00 payable in advance on the first day of each month. Lessee agrees that, upon each anniversary of the execution of this lease thereafter, the rental shall be increased each year at a rate of three percent (3%) per annum or the CPI, whichever is greater. 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.

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 bursting 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. Lessee shall be entitled to build-out the Premises to allow for Lessee's business, provided however, all such build-out plans shall be approved and consented to by the Lessor, which consent shall not be unreasonably withheld. Any fixtures installed by Lessee that Lessee is unable to remove without causing damage to the Premises upon termination, shall become the property of the Lessor. 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 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, 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 affirmation 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 releet 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 releeting thereof; and if a sufficient sum shall not be received from such releeting to satisfy the rent hereby reserved, after paying the expenses of releeting 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 releet 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

Zep Tepi LLC IL, 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, John J. Tatum, 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, John J. Tatum, will personally make them.

Dated: ________________________________

_____________________________________
John J. Tatum, Guarantor of Lessee

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

_____________________________________
Notary Public
VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: NEW BUSINESS DOCKET NUMBER: F-2b:

1st, 2nd, & 3rd Readings - 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 Gloria J. Taylor Foundation For Town Center Units 38 And 40

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: March 26, 2019

Presented For Your Consideration and Approval 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 Gloria J. Taylor Foundation For Town Center Units 38 And 40

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 GLORIA J. TAYLOR FOUNDATION FOR TOWN CENTER UNITS 38 AND 40

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, Gloria J. Taylor Foundation (hereinafter the “Foundation”) is seeking to lease space in the Village to use for storage; and

WHEREAS, the Foundation desires to rent Units 38 and 40 within the Town Center on a month to month basis, not to exceed a year, at a monthly rate of $500.00 for the units; and

WHEREAS, the Foundation 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 THE GLORIA J. TAYLOR FOUNDATION, 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 storage, the premises located at Unit 38 and 40, Town Center Drive, University Park, IL 60484-2800, referred to as the "Premises," together with the appurtenances thereto, for a term of month to month not to exceed one (1) year 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 $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 $20.00 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 $0.00 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 Lessor 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, washtub, 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 untenanted 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. Lease is month to month and being rented in as is condition.

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).
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 be 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 Lessor or Lesses 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

Its: ________________________________

SUBSCRIBED and SWORN to before me this ______ day of ________________________, 20____.

Notary Public

The Gloria J. Taylor Foundation, Lessee

Its: ________________________________

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, Theresa Dixon, 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, Theresa Dixon, will personally make them.

Dated: ____________________________

Theresa Dixon, Guarantor of Lessee

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

__________________________
Notary Public
AGENDA SECTION: NEW BUSINESS


SUMMARY OF REQUESTED ACTION FOR THE MEETING: March 26, 2019

Presented For Your Consideration And Approval Is An Ordinance of the Village of University Park, Will And Cook Counties, Illinois, Adopting A New Corporate Seal

APPROVED: ____________________________

John E. Pate
Village Manager

BOARD ACTION:  Motion By: ____________________________  Seconded By: ____________________________

Ordinance Number: ____________________________  Resolution Number: ____________________________
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: NEW BUSINESS

DOCKET NUMBER: F-2d:

1st, 2nd, & 3rd Readings; 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: March 26, 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, Counties Of Cook And Will, And State Of Illinois, And Providing Penalties For The Violation Thereof.

THIS ITEM WAS DISCUSSED AT THE MEETING OF THE COW ON MARCH 12, 2019, AND THE CONSENSUS OF THE MAYOR AND BOT WAS TO MOVE THIS ITEM TO THIS REGULAR MEETING WITH SUGGESTED CHANGES.

APPROVED:

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. A property or spare room not offered for rent on a daily basis but offered for rent via an online marketplace from time to time shall not be deemed a motel room or hotel room under this Chapter.

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 Manager said tax under procedures prescribed by the Village Manager, 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 Manager, or any person authorized by him to be his designee, 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 Manager or his duly authorized designee 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 Manager, or his designee (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 Manager. 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 Manager 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 Manager, may be required by the Village Manager, 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 Manager 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 distributed and expended as directed by the Village to promote tourism and conventions, or otherwise to attract nonresident overnight visitors to the Village, as well as any other legally authorized general corporate purposes. However, no funds received pursuant to this section shall be used to advertise for or otherwise promote new competition in the hotel business.

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.

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.

*(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
VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: NEW BUSINESS

DOCKET NUMBER: F-2c:

1st, 2nd & 3rd Readings - An Ordinance Of The Village of University Park, Will And Cook Counties, Illinois Establishing Responsible Bidder Guidelines

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: March 26, 2019

Presented For Your Consideration And Approval Is An Ordinance Of The Village of University Park, Will And Cook Counties, Illinois Establishing Responsible Bidder Guidelines.

THIS ITEM WAS DISCUSSED AT THE MEETING OF THE COW ON MARCH 12, 2019, AND THE CONCURRENCE OF THE MAYOR AND BOT WAS TO MOVE THIS ITEM TO THIS REGULAR MEETING.

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 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; 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:

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. Title Six ("Administration") of Part Two ("Administration Code") of the Codified Ordinances of the Village of University Park is hereby amended by adding Chapter 253, which shall read as follows:

Chapter 253 - RESPONSIBLE BIDDER

Section 253-01: 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 references on projects of a similar nature, 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, bidder and all bidders’ subcontractors must submit 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. All other provisions of Title Six ("Administration") of Part Two ("Administration Code") of the Codified Ordinances of the Village of University Park not modified herein, shall remain in full force and effect.

Section 4. 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 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 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
AGENDA SECTION: NEW BUSINESS

DOCKET NUMBER: F-2f:

A Resolution of the Village Of University Park, Will and Cook Counties, Illinois Authorizing The Execution of an Agreement by and Between Czervik Construction Co. And The Village Of University Park for the Remodeling Of New Municipal Offices

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: March 26, 2019

A Resolution Of The Village Of University Park, Will And Cook Counties, Illinois Authorizing The Execution Of An Agreement By And Between Czervik Construction Co. And The Village Of University Park For The Remodeling Of New Municipal Offices

APPROVED: ______________________

John E. Pate,
Village Manager

BOARD ACTION: Motion By: ______________________ Seconded By: ______________________
Ordinance Number: ______________________ Resolution Number: ______________________
Comments: ______________________
RESOLUTION NUMBER ___________

A RESOLUTION OF THE VILLAGE OF UNIVERSITY PARK, WILL AND COOK COUNTIES, ILLINOIS AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN CZERVIK CONSTRUCTION CO. AND THE VILLAGE OF UNIVERSITY PARK FOR THE REMODELING OF NEW MUNICIPAL OFFICES

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 seeks to relocate its Village Hall to the Towncenter, which will require the remodeling of the Towncenter unit for Village purposes; and

WHEREAS, the Village sought bid proposals for the remodeling of new municipal offices for the Village (the “Project”); and

WHEREAS, seven (7) companies submitted bids in response to the request for proposal, a copy of the Bid Tally being attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Czervik Construction Co., 19148 S. 85th Place, Unit 56, Mokena, Illinois 60448 (“Czervik”) is the lowest responsible and responsive bidder for the Project in the amount of $154,000.00 as determined by the JMA Architects, a copy of the Award Recommendation is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, Czervik and the Village of University Park desire to execute an agreement for the Project, a copy of which is attached hereto and made a part hereof, as Exhibit C (the “Agreement”); 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 Agreement.

NOW, THEREFORE, BE IT RESOLVED 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. That Czervik is hereby approved as the lowest responsible and responsive bidder for the Project in the amount of $154,000.00, in accordance with and pursuant to the analysis and recommendation of the Village’s Architect.

Section 3. The Agreement with Czervik for the Project, a copy of which is attached hereto and made a part hereof as Exhibit C, is hereby approved substantially in the form presented, with such necessary changes as determined by the Village Attorney and Mayor, with such changes and revisions therein contained being approved by execution and delivery of the Agreement by the Mayor.

Section 4. The Mayor is hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 5. The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.
Section 6. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

Section 7. 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 8. This Resolution 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

Bid Tally
# Bid Tally - Bid Package 1 - General

**Village of University Park**  
698 Burnham Avenue  
University Park, IL 60484  
**Project:** Remodeling of New Municipal Offices  
**Project No:** #1848  
**Date:** March 20, 2019 1:00 PM

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Form (Indicate Missing Pgs ONLY)</th>
<th>Bid Security</th>
<th>Receipt of Addenda 1, 2 &amp; 3</th>
<th>TOTAL BASE BID</th>
<th>Voluntary Alternates</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3CD Corporation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
<td></td>
</tr>
<tr>
<td>18600 Laramie Road</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Country Club Hills, IL</td>
<td></td>
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<td></td>
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<tr>
<td>CMM Group, Inc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
<td></td>
</tr>
<tr>
<td>17704 Paxton Avenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Lansing, IL 60438</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Czervik Construction</td>
<td>✓</td>
<td>5%</td>
<td>1, 2, 3</td>
<td>$154,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19148 S. 85th Place</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Mokena, IL 60448</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Keepsake Construction</td>
<td>✓</td>
<td>$8,960.00</td>
<td>1, 2, 3</td>
<td>$179,200.00</td>
<td></td>
<td>Hydrostatic Pressure Test on Fire Sprinkler Piping: $900.00</td>
</tr>
<tr>
<td>15529 S. 70th Court</td>
<td></td>
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<tr>
<td>Orland Park, IL 60462</td>
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<td></td>
</tr>
<tr>
<td>Key Interiors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
<td></td>
</tr>
<tr>
<td>1072 N. Garfield Street</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Lombard, IL 60148</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Metropolitan Corp.</td>
<td>✓</td>
<td>10%</td>
<td>1, 2, 3</td>
<td>$185,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>141 W. Matteson Street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Dyer, IN 46311</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Pangere Corporation</td>
<td>✓</td>
<td>5%</td>
<td>1, 2, 3</td>
<td>$197,125.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4050 West 4th Avenue</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Gary, IN 46410</td>
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</tr>
</tbody>
</table>
March 21, 2019

Members of the Board
Village of University Park
698 Burnham Drive
University Park, IL 60484

Re: Recommendation for Contract Award for work at the Village of University Park
Town Hall at Towncenter
Architect’s Project # 1848 – Remodeling of New Municipal Offices

Members of the Board:

With respect to the bids received and opened on March 20, 2019, we offer the following recommendation for Board consideration:

<table>
<thead>
<tr>
<th>Description</th>
<th>Recommended Contractor</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Package 1 –</td>
<td>Czervik Construction Co. 19148 S. 86th Place, Unit 56</td>
<td>$154,000.00</td>
</tr>
<tr>
<td>General</td>
<td>Mokena, IL 60446</td>
<td></td>
</tr>
<tr>
<td>Bid Package 2 –</td>
<td>Larson Equipment and Furniture Company 1000 E. State</td>
<td></td>
</tr>
<tr>
<td>Furniture</td>
<td>Parkway, Unit F Schaumburg, IL 60067</td>
<td>$71,275.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total trade contracts</td>
<td></td>
<td>$225,275.00 Total</td>
</tr>
</tbody>
</table>

JMA recommends that the Village of University Park award contracts as indicated above. These awards represent the lowest responsible bid received for each category. Attached is a summary of all of the bids received for this project.

Sincerely,

James A. Maciejewski, Architect

JMA Architects
16125 LaSalle Street • South Holland, IL 60473
Phone: 708•339•3900 • Fax: 708•339•0949 • www.jmaarchitects.com
Exhibit C

Agreement
BID FORM:

Bidder Name: Czernik Construction
Contact: William Hill
Address: 19148 S. 85th Place Unit 58 Mokena, IL 60448
Telephone: 773-474-2432
Fax: 708-570-0758
Project: UNIVERSITY PARK TOWN HALL AT TOWN CENTER, UNIVERSITY PARK, IL
Bid Package: 1- GENERAL CONSTRUCTION

The Bidder acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>03/12/2019</td>
</tr>
<tr>
<td>2</td>
<td>03/18/2019</td>
</tr>
<tr>
<td>3</td>
<td>03/20/2019</td>
</tr>
</tbody>
</table>

The Bidder agrees to the following:

A. To hold this Bid open for sixty (60) calendar days after the date of the Bid Opening. (Attached to this bid for is my bid security [minimum of 5% of the base bid]).

B. To have examined the site conditions and all bidding documents prepared by JMA Architects, dated February 28, 2019. Architect’s Project No. 1848.

C. To enter into and execute a contract with the Owner if awarded on the basis of this Bid and furnish the required performance and payment bonds.

D. To furnish Insurance as required by the Bidding Documents.

E. To accomplish the work in accordance with a resultant contract and construction documents.

F. To totally complete the work in accordance with the milestone dates in the Specifications, and the resultant construction schedule.

G. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests and general administration of project. To provide supervision of responsibility for all safety on, in and around the construction site at all times.

H. Attached with this bid are all documents as required in the instructions to bidders.

Total bid is based upon all work indicted on the following drawings and specifications:

1. Drawing Sheets All
3. Contractor’s review of the existing site conditions.
BASE BID - GENERAL CONSTRUCTION  $ 154,000

Write out total base bid in words on this line

BASE BID - FURNITURE  $ No Bid

Write out total base bid in words on this line

DEMAND ALTERNATIVES:  (Failure to execute this section may result in rejection of this bid)

Complete the Demand Alternatives associated with respective bid package. Verify drawings, project manual and scope of work for alternate items required. Refer to Section 01100 for a more detailed description as to what each alternate is to include and Bid Package Assignments.

1. ALTERNATE #1 -  None
   Add: ___________________________  Deduct: ___________________________

2. ALTERNATE #2 -  None
   Add: ___________________________  Deduct: ___________________________

3. ALTERNATE #3 -  None
   Add: ___________________________  Deduct: ___________________________

SCHEDULING:  The work will be completed within 90 days upon receipt of Letter of Intent issued by JMA Architects. A detailed schedule will be forwarded to the architect’s office within 7 days upon receipt of the Letter of Intent.

By:  Michelle Hill
     (name)

Title:  President

VOLUNTARY ALTERNATES:

#1 Description:  N/A

___________________________

___________________________

Add:  ___________________________  Deduct:  ___________________________

(add additional sheets at end of bid form as necessary)
COST PLUS TIME AND MATERIAL RATES: (Failure to execute this section may result in rejection of this bid)

Labor: The following hourly rates include the pay rate, all taxes, insurance, fringe benefits, small tools, overhead and profit.

<table>
<thead>
<tr>
<th>Craft</th>
<th>Classification</th>
<th>St</th>
<th>1-1/2 x</th>
<th>2x</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td></td>
<td>$85/hr</td>
<td></td>
<td>$129/hr</td>
</tr>
<tr>
<td>Electrician</td>
<td></td>
<td>$80/hr</td>
<td></td>
<td>$129/hr</td>
</tr>
<tr>
<td>Painter</td>
<td></td>
<td>$81/hr</td>
<td></td>
<td>$129/hr</td>
</tr>
</tbody>
</table>

Materials: Contractor’s invoiced cost plus 10% for overhead and profit.

Subcontractors: Contractor’s invoiced cost plus 10% for overhead and profit.

Rented Equipment: Contractor’s invoiced cost plus 10% for overhead and profit.

Contractor’s Owned Equipment:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rental Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Daily</td>
</tr>
</tbody>
</table>

N/A
NOTICE OF INTENT TO SUBLET (Failure to execute this section may result in rejection of this bid)

In connection with our Proposal attached hereto, this is notice that it is our intent to sublet portions of the work as follows:

<table>
<thead>
<tr>
<th>SUBCONTRACTOR and MAJOR MATERIAL SUPPLIERS</th>
<th>ITEM</th>
<th>CONTRACT VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dayton Timber</td>
<td>Electric</td>
<td>20,000</td>
</tr>
<tr>
<td>J.H. L.</td>
<td>Doors</td>
<td>22,000</td>
</tr>
<tr>
<td>Superior</td>
<td>Flooring</td>
<td>30,000</td>
</tr>
</tbody>
</table>

I understand that the above subcontractors are subject to review and approval of Owner/Architect and are binding upon acceptance.

Yours very truly,

[Signature]

By: Michelle Hill

Title: President

(See Section 00002, Part 1.08.B.1)
If awarded a contract under this bid, the undersigned proposes to start work on the project within * 10 __________ calendar days after the receipt from the Village Board of a formal notice of award. Notice of award may be issued by the Architect.

The undersigned further agrees to commence work at the site on a date to be specified in a written order from the Architect, and agrees to fully complete all work covered by this proposal to a point of final acceptance by the Village Board within * 10 __________ consecutive calendar days from and including the date to start work established in the written order from the Village Board.

EXECUTION

Signed this __20__ day of __March__, 2019.

________________________
Czervik Construction

Firm Name

(See Section 00002, Part 1.08.B.1)

Individual, Partnership, Corporation

Partnership, Names & addresses of:

Partners: If a Corporation, name of:

President or Executive Officer:

________________________
By: [Signature]

________________________
Czervik Construction

________________________
Michelle Hill- President

________________________

If a corporation, state in which
Incorporated: Illinois

________________________

Official Address

19148 S. 85th Place Unit 56

Mokena, Il 60448

Telephone: 773-474-2432

*Note that the number of days must be filled in for this to be considered a valid proposal.
CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Czervik Construction, as part of its bid for University Park Town Hall, Bid Package 1, General Construction

certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

Czervik Construction
Company Name

Michelle Hill- President
Print Name & Title of Authorized Agent

Signature

03/20/2019
Date

SUBSCRIBED and SWORN TO before me
This 20th day of March, 2019

NOTARY PUBLIC

OFFICIAL SEAL
ROBERT W BRUNETTE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/21/22

UNIVERSITY PARK TOWN HALL – PROJECT NO. 1848
FORMS PERTAINING TO BID SUBMISSION
SECTION 00003-7
Resolution of Authorization
Of
Czervik Construction
(Corporation/Company)

This resolution designates the name(s) of the stated person(s) herein as being authorized to sign bids and contracts on behalf of this (corporation/company).

BE IT RESOLVED: That the following, namely:

Michelle Hill
(Individual)

President
(Title)

William Hill
(Individual)

Senior Project Manager
(Title)

of this (corporation/company) is authorized to sign bids and to enter into contracts on behalf of this (corporation/company), and that said contracts when signed by the above-named individual(s) will be valid and binding of this (corporation/company).

BE IT FURTHER RESOLVED: Then the following, namely:

Michelle Hill
(Individual)

President
(Title)

of this (corporation/company) is authorized to attest the signature(s) of the designated person(s)

This resolution becomes binding this ______ day of ______, 20____.

Michelle Hill
(Printed Name)

President

ATTEST:

Robert W. Brunette
(Signature)

Robert W. Brunette
(Printed Name)

Title: Notary Public

UNIVERSITY PARK TOWN HALL – PROJECT NO. 1846
FORMS PERTAINING TO BID SUBMISSION
SECTION 00003-8
NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

(If an Individual)
Signature of Bidder ____________________________________________ (Seal)
Business Address ____________________________________________

(If a Partnership)
Firm Name ____________________________________________ (Seal)
By ________________________________________________________
Signature __________________________________________________
Business Addresses __________________________________________
Of all Partners ____________________________________________
Of the Firm ________________________________________________

(If a Corporation)
Corporate Name Czervik Construction
By ____________________________ Michelle Hill
Signature ________________________
Business Address 19148 S. 85th Place Unit 56, Mokena, IL. 60448

(CORPORATE SEAL)

Names of Officers: President: ______________________
Secretary ______________________
Treasurer ______________________
Attest: ________________________ Secretary

_________________________________________
CERTIFICATION OF COMPLIANCE WITH
SEXUAL HARASSMENT POLICY

Czervik Construction (Contractor) does hereby certify to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy that includes at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment of utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contract the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Czervik Construction
Company Name

Michelle Hill- President
Print Name & Title of Authorized Agent

Signature
03/20/2019
Date

SUBSCRIBED and SWORN TO before me
This 26th day of April, 2019

____________________________
NOTARY PUBLIC

UNIVERSITY PARK TOWN HALL – PROJECT NO. 1848
FORMS PERTAINING TO BID SUBMISSION
SECTION 00003-10
[Contractors With 25 Or More Employees]
CERTIFICATION OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT

__________________________, having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Company Name

__________________________

Print Name & Title of Authorized Agent

__________________________

Signature

__________________________

Date

SUBSCRIBED and SWORN TO before me
This __________ day of ______________, 2019

__________________________

NOTARY PUBLIC

__________________________

Czervik Construction has less than 25 employees

Czervik Construction

Company Name

Michelle Hill- President

Print Name & Title of Authorized Agent

Michelle Hill

Signature

__________________________

03/20/2019

Date

SUBSCRIBED and SWORN TO before me
This __________ day of ______________, 2019

__________________________

NOTARY PUBLIC

OFFICIAL SEAL

ROBERT W BRUNETTE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPRES 04/21/22

UNIVERSITY PARK TOWN HALL - PROJECT NO. 1848
FORMS PERTAINING TO BID SUBMISSION
SECTION 00003-11
CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE

Czervik Construction

(Contractor) does hereby certify that in performing the contract project for the Village of University Park, Cook County, Illinois has and will fully comply with the provisions of the "Wages of Employees on Public Works Act" (Prevailing Wage Act, Illinois Rev. Stat., 820 ILES 130/1 et. seq.) and with all applicable provisions of the "Preference to Citizens of Public Works Projects Act" (Illinois Rev. Stat., Ch. 48, Section 259 et. seq.). Furthermore, this General Contractor shall secure this written compliance certification from each subcontractor involved in the project and shall provide these written certifications to the Architect.

Czervik Construction

Company Name

Michelle Hill - President

Print Name & Title

Signature

03/20/2019

Date

SUBSCRIBED and SWORN TO before me
This 20th day of March, 2019

[Seal]

NOTARY PUBLIC

UNIVERSITY PARK TOWN HALL – PROJECT NO. 1848
FORMS PERTAINING TO BID SUBMISSION
SECTION 00003-12
CONTRACTOR'S SITE REQUIREMENTS

While the bidder understands that site area is limited and contractors will have to conform to areas allotted on site for construction activity, following is a preliminary breakdown of the site requirements requested for work under this contract to be used by the Owner in allocating site resources: (NOTE: Refer to Temporary Services, Section 01500)

SITE UTILITIES NEEDED:

Electric, water

LAY-DOWN AREA REQUIRED:

N/A
BUSINESS TAX AFFIDAVIT

The undersigned manager or owner of the business named below hereby certifies that he/she has the authority to certify and does hereby certify that such business is:

(Check the appropriate statement)

A) √ in compliance with all required filings and payments of all applicable federal or state taxes including to the State of Illinois, or

B) _____ not required to file or pay any federal or state taxes including to the State of Illinois.

Business Name: Czervik Construction

DATE: 3-20-19

Signed: Michelle Hill

Name: Michelle Hill

Title: President

State of Illinois

County of Will

I, Robert W. Brunette, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michelle Hill is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in persona and acknowledged that he/she signed and delivered such instrument as a free and voluntary act, for the uses and purposes set forth therein.

Given under my hand and notarial seal this date, 3/20/2019

Robert W. Brunette

NOTARY PUBLIC

My commission expires: 8/21/27

OFFICIAL SEAL
ROBERT W BRUNETTE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/21/22
Bid Bond

CONTRACTOR:
(Name, legal status and address)
Czervik Construction Co.
18526 Parliament Avenue
Tinley Park, IL 60477

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

MAILING ADDRESS FOR NOTICES
Liberty Mutual Surety Claims
P.O. Box 34528
Seattle, WA 98124

OWNER:
(Name, legal status and address)
Village of University Park
688 Burnham Drive
University Park, IL 60464

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Interior renovations, doors, flooring, casework, painting and lighting
University Park Town Hall, University Park, IL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall retain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to said statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of March, 2019

Czervik Construction Co. (Principal)

(Michelle J. DiI - President)

(The Ohio Casualty Insurance Company (Surety))

(Steven C. Kuykendall, Attorney-in-Fact)
POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Principle: Czervik Construction Co.
Agency Name: JM Wilson Corporation
Obligee: ____________________________
Agent Code: 131183

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: David Wilson; Stephanie Farrell; Annee Herron; Steven C. Kuykendall; Shelly Tucker-Lorenz of Carmel, Indiana its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RICOGNIZANCES, excluding, however, any Bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and completely, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Kansas, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposits and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal in the City of King of Prussia, State of Pennsylvania, the day and year first above written.

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instrument shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officers or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE
1. the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 9th day of March, 2019.

[Signature]
Renee C. Llewellyn, Assistant Secretary
VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: NEW BUSINESS

DOCKET NUMBER: F-2g:

A Resolution of the Village Of University Park, Will and Cook Counties, Illinois Authorizing The Execution of an Agreement by and Between Larson Equipment And Furniture Company And The Village Of University Park for the Remodeling Of New Municipal Offices

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: March 26, 2019

Presented for your consideration and approval is A Resolution of the Village Of University Park, Will and Cook Counties, Illinois Authorizing The Execution of an Agreement by and Between Larson Equipment And Furniture Company And The Village Of University Park for the Remodeling Of New Municipal Offices

APPROVED: __________________________

John E. Pate,
Village Manager

BOARD ACTION: Motion By: __________________________ Seconded By: __________________________
Ordinance Number: __________________________ Resolution Number: __________________________
Comments: __________________________