VILLAGE OF UNIVERSITY PARK
BOARD OF TRUSTEES
Regular Board Meeting Agenda

Tuesday, April 23, 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: 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-1. UNFINISHED BUSINESS – Continued:

F-1b: 2nd Reading – Ordinance Providing For The Annual Budget For The Fiscal Year Commencing May 1, 2019 And Ending April 30, 2020 For The Village Of University Park, Cook And Will Counties, Illinois

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

F-2b: 1ST, 2nd, and 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 PK’s Christian Learning Site, Inc. For Town Center Unit 82.

F-2c: 1ST, 2nd, and 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.

F-2d: 1ST, 2nd, and 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 Zep Tepi LLC II For Town Center Units 22 And 26.

F-2e: 1ST, 2nd, and 3rd Readings - Ordinance Authorizing The Execution Of A Revised Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And Leukemia Research Foundation, Inc. For Town Center Unit 6

F-2f: 1ST, 2nd, and 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 Primp And Paint Beauty Lounge Inc. For Town Center Unit 8

F-2g: 1ST, 2nd, and 3rd Readings - An Ordinance Authorizing The Execution Of An Addendum To The Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And Primp And Paint Beauty Lounge Inc. For Town Center Unit 8
F-2h: 1st, 2nd, and 3rd Readings - An Ordinance Authorizing The Execution Of An Addendum To The Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And United Dental Resources Corporation For Town Center Unit 70.

F-2i: 1st, 2nd, and 3rd Readings - An Ordinance Authorizing The Execution Of An Addendum To The Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And United Dental Resources Corporation For Town Center Unit 80.

F-2j: 1st, 2nd, and 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 A Class Act Barber Shop, Inc. For Town Center Unit 36

F-2k: Bills Payable

G-1: 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.
VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: APPROVAL OF MINUTES

ITEM: Minutes of the Board of Trustees

DOCKET NUMBER: D

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: April 23, 2019

Attached for your consideration and approval are minutes of the special meeting held Tuesday, April 9, 2019, Committee Of Whole held Tuesday, April 9, 2019.

Additional Minutes will be sent under separate cover.

APPROVED: ____________________________
Dorothy R. Jones
Dorothy R, Jones, MMC
Village Clerk

BOARD ACTION: Motion By: ____________________________ Seconded By: ____________________________

Ordinance Number: ____________________________ Resolution Number: ____________________________

Comments: ____________________________
Minutes Of The Special Meeting Of The Board Of Trustees For The Village Of University Park, Will And Cook Counties Illinois, Held Tuesday, April 9, 2019 At #90 Town Center Drive In The Village Of University Park

A. CALL TO ORDER

Mayor Covington called this special meeting of the Board of Trustees to order at 6:39 p.m.

B. ROLL CALL

Mayor: Vivian E. Covington Present

Trustees: Elizabeth Williams Present
Paula C. Wilson Present
Theaplise Brooks Present
Curtis McMullan Present
Milton C. Payton Present
Oscar H. Brown Absent

Also present were Village Manager John Pate, Village Attorney John Wise, Cable/Communication Specialist Neva Jenkins, Deputy Village Clerk Jacelia Kelly, and Village Clerk Dorothy R. Jones.

C: General Public Comments

There were no comments from the public.

D: ACTION ITEMS

D-1: 1st. Reading - An Ordinance Providing For The Annual Budget For The Fiscal Year Commencing May 1, 2019 And Ending April 30, 2020 For The Village Of University Park, Cook And Will Counties, Illinois

Trustee Brooks moved, Trustee McMullan seconded a motion to approve this Ordinance.

Mr. Robert Travis addressed the Board and stated that as a member of the cable committee and the Human Services and Special Events Committee he would like to request a budget for the cable committee and the human services and special events committee. He also stated that he is looking into bringing a carnival to the Village in August of this year.
Village Manager Pate responded that he would need the request in writing and then he would consider that request.

Trustee Wilson stated that she wants an explanation and justification of the raises for exempt employees based on their evaluation. She also stated that she wants to see year end actuals.

Village Manager Pate responded that in order to post year end actuals, the books must be closed for that year, and he explained the accounting process. He also stated that he would send the justification for the raises to the Board.

A discussion was had relating to a decrease in the budget for maintenance.

Trustee Payton commented that the Clorox Company is basically funding the youth and senior facility in the Town Center.

Mayor Covington commented that she has volunteers from Governors State University to provide, free of charge 3 meals per day for the youth and senior programs at the facility.

Mr. Robert Travis volunteered to be the interface between the architects and the Board to make sure that the plans that the architect present is one of the Village really wants, since he was the individual who worked designing the original plans.

Ayes: Trustees Williams, Brooks, McMullan, Payton, and Mayor Covington.

Nays: Trustee Wilson.

Absent: Trustee Brown.

**Motion To Approve 1st Reading Carried.**

**D-2:**  
**EXECUTIVE SESSION** (Appointment, employment, compensation, discipline, performance or dismissal of certain employees; Litigation, pending and probable, sale/lease/disposal of Village Property; Contract Negotiations).

Trustee Brooks moved, Trustee Wilson seconded a motion to postpone this item until after the committee of the whole meeting.

Ayes: Trustees Williams, Wilson, Brooks, McMullan, Payton, and Mayor Covington.

Nays: None.

Absent: Trustee Brown.

**Motion to Approve carried.**
**Motion to Amend Agenda:**

Trustee Wilson moved, Trustee Brooks seconded a motion to suspend the special meeting until after the committee of the whole meeting.

Ayes: Trustees Williams, Wilson, Brooks, McMullan, Payton, and Mayor Covington.
Nays: None.
Absent: Trustee Brown.

**Motion to Approve carried. Meeting suspended at 7:31 p.m.**

**Motion To Resume Special Meeting:**

Trustee Wilson moved, Trustee Williams seconded a motion to resume the special meeting at 8:57 PM.

Ayes: Trustees Williams, Wilson, Brooks, McMullan, Payton, and Mayor Covington.
Nays: None.
Absent: Trustee Brown.

**Motion To Approve carried.**

It was noted that there was nothing to report out.

**E: ADJOURNMENT**

Trustee Wilson moved, Trustee Brooks seconded a motion to adjourn this special meeting of the Board of Trustees at 9:00 pm.

**Motion To Adjourn Carried By A Unanimous Voice Vote.**

Respectfully Submitted,

______________________________
Dorothy R. Jones, MMC
Village Clerk
Minutes Of The Committee Of The Whole Meeting Of The Board Of Trustees For The Village Of University Park, Will And Cook Counties Illinois, Held Tuesday, April 9, 2019 At #90 Town Center Drive In The Village Of University Park

1. CALL TO ORDER

Mayor Covington called this committee of the whole meeting of the Board of Trustees to order at 8:00 p.m.

2. ROLL CALL

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<tr>
<th>Mayor:</th>
<th>Vivian E. Covington</th>
<th>Present</th>
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<tr>
<td>Trustees:</td>
<td>Elizabeth Williams</td>
<td>Present</td>
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<td></td>
<td>Paula C. Wilson</td>
<td>Present</td>
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<td>Theapilse Brooks</td>
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<td>Curtis McMullan II</td>
<td>Present</td>
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<td>Milton C. Payton</td>
<td>Present</td>
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<td>Oscar H. Brown, Jr.</td>
<td>Absent</td>
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Also present were Village Manager John Pate, Village Attorney John Wise, Village Treasurer Devon Dilworth, Communications Specialist Neva Jenkins, Deputy Police Chief Deborah Wilson, and Village Clerk Dorothy R. Jones.

3. PLEDGE OF ALLEGIANCE

Mayor Covington led the audience in the Pledge of Allegiance to the Flag of the United States of America.

4. GENERAL PUBLIC COMMENTS

Mrs. Bridget Franklin thanked the public works department for filling the potholes, and voiced her concerns with the conditions, and broken equipment at the Village parks, noting that for 4 years the kids have dealt with hazardous dangerous equipment. She also stated Coach Donzell Franklin will donate his time and the use of his kids to paint at the parks if the Village will donate the paint.

Village Manager pate responded that he will partner with them to cosponsor grants to fix the parks, and will get with them to work with the industrial Park businesses are supported in this endeavor.
Ms. Gina Williams commented on the potholes in the Russet Oaks Townhomes Subdivision, and asked to know the Village’s responsibility in fixing these potholes. She also commented that election day with out of order and ugly, and noted that Mayor Covington gave a wonderful State Of The Village address on radio station WVON last Saturday.

Ms. Chere`se Williams congratulated those candidates who was successful in their election bid, and stated that she will continue with her initiative to bring back gardening to the Village in an effort to sustain healthy living. She also announced that she would be holding gardening committee meeting at the golf course on Saturday; that she has a walking club that walks on every Saturday starting at Palmer Park; she is also looking into a bike club. She also asked to know what that $122,000 subsidy for the golf club would be used for.

Ms. Cynthia Hudson congratulated those who were involved in the past election and announced that the 201-U referendum passed great support. She urged University Park residents to get involved and start attending the school Board meetings so they will not be revert to be discriminatory past that resulted in the lawsuit that was filed against the school Board.

Trustee Williams responded to Ms. Gina Williams relating to the potholes in Russet Oaks and stated that the Village is responsible for the streets and the Association is responsible for the parking spaces.

Prior to the discussion agenda there was a presentation from Billy Casper on the operations at the golf course and their projections for the future. It was noted that they eliminated $70,000 from the budget and eliminated one Manager.

One of the partners of K4G, the Management Company which now operates the food and beverage portion of the golf club gave a brief presentation of the operations since they took over. He noted that they have been up and running since April 1, 2019 and stated that renovations have already begun with outside lights, installation of 5 large screen TV, lounge area and a complete cleanup of the kitchen and food preparation area. He also noted that the new name of the restaurant is the Klubhouse at the University Park Golf Club. He discussed their proposed budget and stated that they would like to bring video gaming to the facility. Additionally he stated that the telephone number associated with the University Park golf club is in use by Billy Casper, and stated that to make reservations one should contact Manager Sharon Patrice at 708-872-7429.
5-1: DISCUSSION ITEMS:

5-a1: Discussion — An Ordinance Authorizing The Execution Of A Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And Risan Foods, LLC For Town Center Unit 30 Town Center Drive.

Mr. Corey Carter gave a brief presentation on the type of restaurant he is proposing and the items that he wants to bring to the Village as part of his business.

The Board briefly discussed this lease agreement and the concurrence of the Mayor and Board of Trustees was to move this item to the next regular agenda.

6. ADJOURNMENT

Trustee Wilson moved, Trustee McMullan seconded a motion to adjourn the Committee Of The Whole meeting of the Board of Trustees at 8:38 pm.

Motion to Adjourn Carried by Unanimous Voice Vote.

Respectfully Submitted,

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

Request For Board Action

AGENDA SECTION: NEW BUSINESS

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

DOCKET NUMBER: F-1a:


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.

1st & 2nd Readings of This Item Was approved At The Meeting Of March 26, 2019, And Suggested Modifications Have Been Made And Reflected In This Ordinance.

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.

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
AGENDA SECTION: NEW BUSINESS

1st, 2nd & 3rd Readings - An Ordinance Amending an Ordinance Authorizing The Execution Of A Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And Risan Foods, LLC For Town Center Unit 30 Town Center Drive

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: April 23, 2019

Presented For Your Consideration and Approval Is an Ordinance Amending an Ordinance Authorizing The Execution Of A Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And Risan Foods, LLC For Town Center Unit 30

This Ordinance Amends Language In Section 3 Of The Ordinance Previously Approved By The Mayor And Board Of Trustees On March 26, 2019

APPROVED: ____________________________

John E. Pate,
Village Manager

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

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE OF COMMERCIAL PROPERTY BY AND BETWEEN THE VILLAGE OF UNIVERSITY PARK, WILL AND COOK COUNTIES, ILLINOIS AND RISAN FOODS, LLC FOR TOWN CENTER UNIT 30

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

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

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

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

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

WHEREAS, the Cafe and the Village of University Park desire to execute a Lease of Commercial Property, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Lease"); and;

WHEREAS, the Mayor and Board of Trustees of the Village of University Park (the "Corporate Authorities") deem it advisable and in the best interest of the health, safety and welfare
of the residents of the Village to enter into the Lease.

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

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

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

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

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

Section 5. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 6. All ordinances, resolutions or motions, or parts thereof, in conflict with this Resolution, or any provision thereof, are hereby repealed to the extent of such conflict.
Section 7. This Ordinance shall be in full force and effect immediately after its passage and publication as required by law.

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

AYES:

NAYS:

ABSENT:

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

________________________________________
Vivian E. Covington, Mayor

ATTEST:

_______________________________________
Dorothy R. Jones, MMC
Village Clerk
Exhibit A

Lease
LEASE OF COMMERCIAL PROPERTY

This lease is executed as of this _____ day of _________________________, 2019, by and between the VILLAGE OF UNIVERSITY PARK, of 698 Burnham Drive, University Park, IL 60484, referred to as "Lessor," and RISAN FOODS, LLC, of 233 Brenner Court, Crete, IL 60417, referred to as "Lessee." In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for the purposes only of operating a restaurant, the premises located at Unit 30, Town Center Drive, University Park, IL 60484-2800, referred to as the "Premises," together with the appurtenances thereto, for a term of three (3) years commencing on May 1, 2019 and expiring on April 30, 2022.

The parties agree as follows:

1. Lessee shall pay Lessor as rent for the Premises the sum of $500.00 per month, payable in advance on the first day of each month. If the rent has not been paid by the fifth day of the month, a penalty of $25.00 per day for each day thereafter shall apply and is declared to be so much additional rent to be added to the monthly rental for that month. Lessee agrees that, upon each anniversary of the execution of this lease, the rental shall be increased each year at a rate of three percent (3%) per annum or the CPI, whichever is greater.

2. Lessee shall deposit $1,000.00 with Lessor, which amount shall be held by Lessor as security for the full and timely performance by Lessee of the terms and conditions of this lease agreement. No interest shall be paid on the deposit. The security deposit shall be returned to Lessee at the expiration of this lease agreement provided that all the terms and conditions contained in this lease agreement have been fully performed by Lessee.

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

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

5. Lessee will not allow the Premises to be used for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the prior written permission of Lessor. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances.
6. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor prior to or at the execution of this lease that are not herein expressed.

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

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

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

Lessee shall also maintain continually in force during the term of this lease or any extended term thereof a policy of public liability insurance (standard owners, landlords and tenants liability form) with a responsible insurance company, naming the Lessor as an additional insured, which policy shall contain limits of not less than Three Million Dollars ($3,000,000.00) for injury or death to any one person and Three Million Dollars ($3,000,000.00) in the aggregate for each occurrence, and One Hundred Thousand Dollars ($100,000.00) for personal property damage. A copy of such policy or a certificate of insurance evidencing same shall be delivered to 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, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

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

12. In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at its option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or 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 affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

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

Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.
15. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

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

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

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

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

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

Its: 

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

Notary Public

Risan Foods, LLC, Lessee

Its: 

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

Notary Public

6
As a condition to the execution of this lease, for and in consideration of an additional ten ($10.00) dollars, the sufficiency of which is acknowledged as in-hand paid, Cory Carter, as either the individual tenant or as the officer, director, member, or manager of the Lessee of the Lease, personally guarantees, in addition to the corporate guarantees contained herein, that the terms, conditions, and payments of this lease and any extensions thereto will be paid. Should the terms, conditions, and payments not be paid, I, Cory Carter, will personally make them.

Dated: ___________________________

_____________________________________
Cory Carter, Guarantor of Lessee

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

________________________
Notary Public

As a condition to the execution of this lease, for and in consideration of an additional ten ($10.00) dollars, the sufficiency of which is acknowledged as in-hand paid, Javaris Gardner, as either the individual tenant or as the officer, director, member, or manager of the Lessee of the Lease, personally guarantees, in addition to the corporate guarantees contained herein, that the terms, conditions, and payments of this lease and any extensions thereto will be paid. Should the terms, conditions, and payments not be paid, I, Javaris Gardner, will personally make them.

Dated: ___________________________

_____________________________________
Javaris Gardner, Guarantor of Lessee

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

________________________
Notary Public
VILLAGE OF UNIVERSITY PARK

Request For Board Action

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

1st, 2nd, & 3rd Readings – Amending 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 PK’s Christian Learning Site, Inc. For Town Center Unit 82

SUMMARY OF REQUESTED ACTION FOR THE MEETING COW OF: April 23, 2019

Presented For Your Consideration And Approval Is An Ordinance Amending the Ordinance Authorizing The Execution Of A Lease Of Commercial Property By And Between The Village Of University Park, Will And Cook Counties, Illinois And PK’s Christian Learning Site, Inc. For Town Center Unit 82.

This Ordinance Amends The Language In Section 3 Of The Ordinance Previously Approved By The Mayor And Board Of Trustees.

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 PK’S CHRISTIAN LEARNING SITE, INC. FOR TOWN CENTER UNIT 82

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, PK’s Christian Learning Site, Inc. (hereinafter "PK’s") is seeking to lease space in the Village to operate a child care facility; and

WHEREAS, PK’s desires to rent Unit 82 within the Town Center for a period of three years at a monthly rate of $936.90; and

WHEREAS, on May 1, 2018, the Mayor and Board of Trustees of the Village of University Park (the “Corporate Authorities”) authorized the execution of a lease with PK’s (the “Lessee”), for Towncenter Unit 82 for the operation of a child care facility; and

WHEREAS, the lease as previously approved was not executed by the parties; and

WHEREAS, the parties seek to execute a lease that reduces the penalty if rent has not been paid by the fifth day of the month from $200 to $25 (paragraph 1), and requires the Village to provide a 24-hour written notice of intent to enter the Premises unless otherwise agreed upon or in emergency situations (paragraph 9); and
WHEREAS, PK’s 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 Village Manager 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 March, 2019, by and between the VILLAGE OF UNIVERSITY PARK, of 698 Burnham Drive, University Park, IL 60484, referred to as "Lessor," and PK'S CHRISTIAN LEARNING SITE, INC., 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 child care facility, the premises located at Unit __82__, Town Center Drive, University Park, IL 60484-2800, referred to as the "Premises," together with the appurtenances thereto, for a term of three (3) years commencing on the date hereinabove set forth.

The parties agree as follows:

1. Lessee shall pay Lessor as rent for the Premises the sum of $936.90 per month (which equates to $3.50 per square foot), payable in advance on the first day of each month. If the rent has not been paid by the fifth day of the month, a penalty of $25.00 per day for each day thereafter shall apply and is declared to be so much additional rent to be added to the monthly rental for that month. Lessee agrees that, upon each anniversary of the execution of this lease, the rental shall be increased each year at a rate of three percent (3%) per annum or the CPI, whichever is greater.

2. Lessee shall deposit $1,000.00 with Lessor, which amount shall be held by Lessor as security for the full and timely performance by Lessee of the terms and conditions of this lease agreement. No interest shall be paid on the deposit. The security deposit shall be returned to Lessee at the expiration of this lease agreement provided that all the terms and conditions contained in this lease agreement have been fully performed by Lessee.

3. Lessee will pay, in addition to the rent above specified, all sewer and water, gas, telephone and electric light and power bills taxed, levied or charged on the Premises, 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
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. Except in cases of emergency or to make necessary or agreed repairs, or supply necessary or agreed services, Lessor will give Lessee at least 24 hours written notice of the date, time, and purpose of an intent to enter the Premises.

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

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

12. In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at its option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or 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 affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

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

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

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

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

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

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

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

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

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

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

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

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

The Village of University Park, Lessor

Its: ______________________________

SUBSCRIBED and SWORN to
before me this _____ day of
_______________, 2019.

Notary Public

PK's Christian Learning Site, Inc., Lessee

Its: ______________________________

SUBSCRIBED and SWORN to
before me this _____ day of
_______________, 2019.

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,

Priscilla Baffour and Kwadjo Baffour, as either the individual tenants or as an officer, director, member, or manager of the Lessee of the Lease, personally guarantee, 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, Priscilla Baffour and Kwadjo Baffour, will personally make them.

Dated: ______________

Priscilla Baffour, Guarantor of Lessee

SUBSCRIBED and SWORN to before me this _____ day of ______________________, 2019.

________________________
Notary Public

Dated: ______________

Kwadjo Baffour, Guarantor of Lessee

SUBSCRIBED and SWORN to before me this _____ day of ______________________, 2019

________________________
Notary Public