AGENDA SECTION: NEW BUSINESS

ITEM: 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, And Leukemia Research Foundation, Inc. For Town Center Unit 6

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 and Leukemia Research Foundation, Inc. For Town Center Unit 6

This Ordinance Amends 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 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

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, that includes a Unit 6; and

WHEREAS, on August 8, 2017, the Mayor and Board of Trustees of the Village of University Park (the "Corporate Authorities") authorized the execution of a lease with the Leukemia Research Foundation, Inc., Phillip "Poppie" Gaston Chapter #24 (the "LRF"), for Town Center Unit 6 for the operation of an upscale resale/consignment shop; and

WHEREAS, the lease was executed by the Mayor on behalf of the Village on September 11, 2017; and

WHEREAS, LRF and the Village of University Park now desire to execute a Revised Lease of Commercial Property that excludes the former paragraph 10 pertaining to LRF's express waiver of any claims against the Village, a copy of the Revised Lease with amendments identified by stricken language is attached hereto and made a part hereof as Exhibit A, and a clean, proposed Lease is attached hereto as Exhibit B (the "Revised Lease"); and;

WHEREAS, the remaining language contained in the Revised Lease is unchanged from
that of the original 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 Revised 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 Revised Lease, a copy of which is attached hereto and made a part hereof, as Exhibit B, 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 Revised Lease by the Mayor.

Section 3. The Village Manager and Village Clerk are hereby authorized and directed to execute and deliver the Revised 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
LEASE OF COMMERCIAL PROPERTY

This lease is executed as of this 11th day of September, 2017, by and between the VILLAGE OF UNIVERSITY PARK, of 698 Burnham Drive, University Park, IL 60484, referred to as "Lessor," and Leukemia Research Foundation, Inc., Phillip "Poppies" Gaston Chapter #24, 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 resale/consignment shop, the premises located at Unit 6, Towncenter Drive, University Park, IL 60484-2800, referred to as the "Premises," together with the appurtenances thereto, for a term of two (2) 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 $350.00 per month, payable in advance on the first day of each month, beginning the fourth month after execution of the agreement (Lessee shall not be required to pay rent for the first three months of this lease agreement). If the rent has not been paid by the fifth day of the month, a penalty of $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.

2. Lessee shall deposit $350.00 with Lessor upon execution of this agreement, 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.

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, walls 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 two (2) 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.
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 repossess 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:

Leukemia Research Foundation, Inc., Phillip
"Poppie" Gaston Chapter#24, Lessee

Its:

SUBSCRIBED and SWORN to before me this _____ day of

20__.

Notary Public

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,

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

Dated: _________________________

______________________________
Guarantor of Lessee

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

__________________________
Notary Public
Exhibit B

Revised Lease
LEASE OF COMMERCIAL PROPERTY

This lease is executed as of this 11th day of September, 2017, by and between the VILLAGE OF UNIVERSITY PARK, of 698 Burnham Drive, University Park, IL 60484, referred to as "Lessor," and Leukemia Research Foundation, Inc., Phillip "Poppies" Gaston Chapter #24, 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 resale/consignment shop, the premises located at Unit __6__, Towncenter Drive, University Park, IL 60484-2800, referred to as the "Premises," together with the appurtenances thereto, for a term of two (2) 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 $350.00 per month, payable in advance on the first day of each month, beginning the fourth month after execution of the agreement (Lessee shall not be required to pay rent for the first three months of this lease agreement). If the rent has not been paid by the fifth day of the month, a penalty of $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.

2. Lessee shall deposit $350.00 with Lessor upon execution of this agreement, 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
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. 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.

11. 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.

12. At the termination of the initial term of this lease, the lease shall be automatically renewed for an additional two (2) 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.

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.
13. 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.

14. 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 releat 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 releating thereof; and if a sufficient sum shall not be received from such releating to satisfy the rent hereby reserved, after paying the expenses of releating 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.
15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessor or Lessee or Lessor 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.

22. 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

Leukemia Research Foundation, Inc., Phillip
“Poppie” Gaston Chapter#24, Lessee

Its: __________________________

Its: __________________________

SUBSCRIBED and SWORN to before me this ______ day of
____________________, 20__.

SUBSCRIBED and SWORN to before me this ______ day of
____________________, 20__.

Notary Public

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

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

Dated: ________________________________

__________________________________________
Guarantor of Lessee

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

__________________________
Notary Public
AGENDA SECTION: NEW BUSINESS

DOCKET NUMBER: F-2f:

ITEM: 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, And Primp And Paint Beauty Lounge Inc. For Unit 8 in The Town Center.

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 and Primp and Paint Beauty Lounge Inc. for Unit 8 In The Town Center.

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

APPROVED: [Signature]
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 PRIMP AND PAINT BEAUTY LOUNGE INC. FOR TOWN CENTER UNIT 8

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, the Primp and Paint Beauty Lounge Inc. (the "Beauty Lounge"), is seeking to lease space in the Village to operate a hair and beauty salon; and

WHEREAS, Beauty Lounge desires to rent Unit 8 within the Town Center for a period of three years at a monthly rate of $404.67; and

WHEREAS, Beauty Lounge 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, Beauty Lounge shall pay $404.67 per month for the rental of Unit 8 under the Lease, however Beauty Lounge shall not be required to pay rent for the first three months of the Lease as it will undertake the cleaning, painting and build out of the unit; 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.
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 PRIMP AND PAINT BEAUTY LOUNGE 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 hair and beauty salon, the premises located at Unit 8, Towncenter 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 $404.67 per month, payable in advance on the first day of each month, beginning the fourth month after execution of the agreement (Lessee shall not be required to pay rent for the first three months of this lease agreement). If the rent has not been paid by the fifth day of the month, a penalty of $200.00 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 Consumer Price Index, whichever is less.

2. Lessee shall deposit $1,200.00 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 therein.

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.

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 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.

24. Anything herein to the contrary notwithstanding, the Lessee shall pay to Lessor, in addition to any and all other fees, costs, and expenses as outlined herein, twenty-five percent (25%) of the net proceeds generated by the Lessee for the use of the Subject Premises while retaining seventy-five percent (75%) of the net proceeds thereby. Lessor shall have the power and authority to review and audit the financial records of Lessee no more frequently than monthly and at least twice per year to ensure the proper payments are made to Lessor by Lessee. Lessee shall provide all records and information as requested by Lessor within ten (10) days of receipt of a written request for same. Should Lessee fail to provide the requested documentation or fail to pay the amounts due and owing to the Lessor within (10) calendar days, Lessee shall be in default under the terms of this Lease and Lessor would then have the authority to commence forcible entry and detainer and/or eviction proceedings against the Lessee.

[The remainder of this page has been left blank intentionally.]
Signed by the parties hereto as of the date hereinafore set forth.

The Village of University Park, Lessor

Its: ____________________________

Primp and Paint Beauty Lounge Inc., Lessee

Its: ____________________________

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

Notary Public

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

Dated: ____________________________

______________________________
Guarantor of Lessee

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

Notary Public
AGENDA SECTION: NEW BUSINESS  DOCKET NUMBER: F-2g:

ITEM: 1st, 2nd & 3rd Readings – An Ordinance Amending An Ordinance Authorizing The Execution Of An Addendum To Lease Of Commercial Property By and Between The Village Of University Park, And Primp And Paint Beauty Lounge Inc. For Unit 8 in The Town Center.

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 An Addendum Lease Of Commercial Property By And Between The Village Of University Park and Primp and Paint Beauty Lounge Inc. for Unit 8 In The Town Center.

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

APPROVED: ____________________________________________
John E. Pate,
Village Manager
ORDINANCE NUMBER O2019 -  

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

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, that includes multiple units, including Unit 8; and

WHEREAS, on December 12, 2017, the Mayor and Board of Trustees of the Village of University Park (the "Corporate Authorities") authorized the execution of a lease with Primp and Paint Beauty Lounge Inc. (the "Lessee"), for Towncenter Unit 8 ("Unit 8") for the operation of a hair and beauty salon (the "Lease"); and

WHEREAS, the term of the Lease was for three (3) years; and

WHEREAS, in consideration of the Village’s payment for construction renovation of Unit 8 in the amount of $15,314.00, Lessee has agreed to extend the initial term of the original lease by two years and repay to the Village the cost of the renovation through the payment of rent over the next three years, a copy of the Construction Renovation Proposal is attached hereto and incorporated herein by reference as Exhibit A (the "Proposal"); and

1
WHEREAS, Lessee and the Village of University Park now desire to execute a Lease Addendum whereby the parties agree to extend the initial term of the original lease for a period of two years, and beginning August 1, 2018 Lessee shall pay additional monthly rent in the amount of $425.39 through and including the payment due July 1, 2021, a copy of the Lease Addendum being attached hereto and made a part hereof as Exhibit B (the "Addendum"); 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 Addendum.

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 Addendum, a copy of which is attached hereto and made a part hereof, as Exhibit B, 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 Addendum 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 Addendum 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

Proposal
Exhibit B

Addendum
Construction Renovation Proposal

Date: 06/18/2018

Owner Information

Name
Ms. Dennisha Scott

Address
778 Sunset Court #6

City, State ZIP
University Park, IL 60484

Phone
(708) 255-0163

Email
studiodna137@gmail.com

Contractor Information

Company
Green Power Development Inc.

Name
Antoine Hudson

Address
P.O. Box 557

City, State ZIP
Richton Park, IL 60471

Phone
(312) 854-2830

Email
greenpowerdevelopmentinc@comcast.net

Project name
Renovation/Beauty Lounge

Completion date
To Be Determined

Scope of Work

Property known as Unit 8 Town Center Drive, University Park, IL 60484-2800. Entire south/east square footage of entire standing structure to be removed for open floor plans as architect design(s). Existing floor(s), front/rear to be removed/replaced to (owner's) desire(s). Acoustical ceiling(s) to be replaced/repaird. Complete (all) architect design(s) plumbing fixtures, shut off valve, wash bowls, sinks, dryer(s), hot water tank(s), gas, etc. Frame new structure of architectural design(s), closets, utility room, partition walls, doors, etc. Electric "Minimum" as "Required" of Township code to be performed and to "meet or exceed" code of inspection(s). All sheetrock/mud/tape/paint to be complete of entire structure upon completion. All materials/supplies (abcd) sinks, dryers, ceiling fans, furniture, flooring, paint (color) choice @ owner(s) discretion. All dumpster, permits, supplies/materials to be supplied by general contractor. All debris to be removed from premises of work site and performance of safe work zone at all times.

Not included

Owner will supply furniture materials.

Company Proposal

We, Green Power Development Inc., propose the above scope of work, to be completed by (to be determined) for the amount of $15,314.

Submitted by (Company Representative)

Date

Owner Acceptance
1. Owner Name, do accept the above scope of work, proposed to be completed by (to be determined) for the amount of $15,314. This is an authorization to complete work. 50% down payment is required and remaining balance paid upon completion of job. Please make all checks payable to Green Power Development Inc.

Submitted by (business owner or authorized representative)  

Date
ADDENDUM TO LEASE FOR COMMERCIAL PROPERTY
(UNIT 8)

This Addendum is made this ___ day of __________, 2018, and is hereby incorporated
and made part of a Lease for Commercial Property between the Village of University Park, of 698
Burnham Drive, University Park, IL 60484, referred to as "Lessor," and Primp and Paint Beauty
Lounge Inc., referred to as "Lessee" for the leased premises located at Unit 8, Town Center Drive,
University Park, Illinois 60484.

Original Lease Agreement: The Lessor and Lessee entered into an original lease agreement for
the premises described above which began on January 1, 2018 and expired on December 31, 2020.

Extension of Lease: For good consideration, Lessor and Lessee each agree to extend the term of
said lease for a period of two years, commencing on January 1, 2021 and terminating on December
31, 2022.

Rent: Beginning August 1, 2018, and continuing through and including the payment due on July
1, 2021, Lessee agrees to pay the Lessor $425.39 per month in addition to the rent due on or before
the 1st day of each month as set forth in the original lease agreement, with said additional payments
totaling $15,314. Upon each anniversary of the execution of the original lease the rent shall be
increased each year at a rate of three percent (3%) per annum or the Consumer Price Index,
whichever is less.

Terms and Conditions: By signing below, Lessor and Lessee agree that all other terms and
conditions of the original lease agreement shall remain in full effect during the extended term.

This Addendum shall be binding upon and shall inure to the benefit of the parties, their successors
and assigns.

The Village of University Park, Lessor

Its: ________________________________

SUBSCRIBED and SWORN to
before me this ______ day of
_____________________, 2018.

Notary Public

Primp and Paint Beauty Lounge Inc., Lessee

Its: ________________________________

SUBSCRIBED and SWORN to
before me this ______ day of
_____________________, 2018.

Notary Public
AGENDA SECTION: NEW BUSINESS

DOCKET NUMBER: F-2h:

ITEM: 1st, 2nd & 3rd Readings - An Ordinance Amending 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

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 and United Dental Resources Corporation For Town Center Unit 70

This Ordinance Amends 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 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

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, that includes multiple units, including Unit
70; and

WHEREAS, on March 16, 2017, the Mayor and Board of Trustees of the Village of
University Park (the "Corporate Authorities") authorized the execution of a lease with the United
Dental Resources Corporation (the "Lessee"), for Towncenter Unit 70 for the operation of a dental
lab and milling center, dental supply house, marketing services and dental services management
company (the "Lease"); and

WHEREAS, the term of the Lease commenced on April 1, 2017 and expired on April 30,
2021; and

WHEREAS, in consideration of the Village’s installation of a new HVAC system for the
unit, Lessee has agreed to extend the term of the original lease by one year; and

WHEREAS, Lessee and the Village of University Park now desire to execute a Lease
Addendum whereby the parties agree to extend the term of the original lease for a period of one
year, commencing on May 1, 2021 and terminating on April 30, 2018, with monthly rent in the amount of $1,120.00 during said extended term; a copy of the Lease Addendum being attached hereto and made a part hereof as Exhibit A (the "Addendum"); 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 Addendum.

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 Addendum, 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 Addendum 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 Addendum 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

Addendum
ADDENDUM TO LEASE FOR COMMERCIAL PROPERTY
(Unit 70)

This Addendum is made this ___ day of __________, 2018, and is hereby incorporated and made part of a Lease for Commercial Property dated March 16, 2017, between the Village of University Park, of 698 Burnham Drive, University Park, IL 60484, referred to as "Lessor," and United Dental Resources Corporation, an Illinois corporation, referred to as "Lessee" for the leased premises located at Unit 70, Town Center Drive, University Park, Illinois 60484.

**Original Lease Agreement:** The Lessor and Lessee entered into an original lease agreement for the premises described above which began on April 1, 2017 and expired on April 30, 2021.

**Extension of Lease:** For good consideration, Lessor and Lessee each agree to extend the term of said lease for a period of one year, commencing on May 1, 2021 and terminating on April 30, 2022.

During the extended term, Lessee agrees to pay the Lessor $1,120.00 per month as rent due on or before the 1st day of each month.

**Terms and Conditions:** By signing below, Lessor and Lessee agree that all other terms and conditions of the original lease agreement shall remain in full effect during the extended term.

This Addendum shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

__________________________________________________
The Village of University Park, Lessor

Its: ________________________________

SUBSCRIBED and SWORN to before me this ______ day of
_______________________, 20__.

______________________________
Notary Public

__________________________________________________
United Dental Resources Corporation, Lessee

Its: ________________________________

SUBSCRIBED and SWORN to before me this ______ day of
_______________________, 20__.

______________________________
Notary Public
AGENDA SECTION: NEW BUSINESS

DOCKET NUMBER: F-2i:

ITEM: 1st, 2nd & 3rd Readings – An Ordinance Amending 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

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 and United Dental Resources Corporation For Town Center Unit 80

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

APPROVED: ____________________________

John E. Pate,
Village Manager
ORDINANCE NUMBER O2019-__________

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

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, that includes multiple units, including Unit 80; and

WHEREAS, on March 16, 2017, the Mayor and Board of Trustees of the Village of University Park (the "Corporate Authorities") authorized the execution of a lease with the United Dental Resources Corporation (the "Lessee"), for Towncenter Unit 80 for the operation of a dental lab and milling center, dental supply house, marketing services and dental services management company (the "Lease"); and

WHEREAS, the term of the Lease commenced on April 1, 2017 and expired on April 30, 2021; and

WHEREAS, in consideration of the Village’s installation of a new HVAC system for the unit, Lessee has agreed to extend the initial term of the original lease by one year; and

WHEREAS, Lessee and the Village of University Park now desire to execute a Lease Addendum whereby the parties agree to extend the initial term of the original lease for a period of
one year, commencing on May 1, 2021 and terminating on April 30, 2022, with monthly rent in the amount of $1,120.00 during said extended term; a copy of the Lease Addendum being attached hereto and made a part hereof as Exhibit A (the "Addendum"); 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 Addendum.

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 Addendum, 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 Addendum 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 Addendum 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

Addendum
ADDENDUM TO LEASE FOR COMMERCIAL PROPERTY  
(Unit 80)

This Addendum is made this ___ day of May, 2018, and is hereby incorporated and made part of a Lease for Commercial Property dated March 16, 2017, between the Village of University Park, of 698 Burrham Drive, University Park, IL 60484, referred to as "Lessor," and United Dental Resources Corporation, an Illinois corporation, referred to as "Lessee" for the leased premises located at Unit 80, Town Center Drive, University Park, Illinois 60484.

Original Lease Agreement: The Lessor and Lessee entered into an original lease agreement for the premises described above which began on April 1, 2017 and expired on April 30, 2021.

Extension of Lease: For good consideration, Lessor and Lessee each agree to extend the initial term of said lease for a period of one year, commencing on May 1, 2021 and terminating on April 30, 2022.

During the extended term, Lessee agrees to pay the Lessor $1,120.00 per month as rent due on or before the 1st day of each month.

Terms and Conditions: By signing below, Lessor and Lessee agree that all other terms and conditions of the original lease agreement shall remain in full effect during the extended term.

This Addendum shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

The Village of University Park, Lessor

Its: ________________________________

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

________________________
Notary Public

United Dental Resources Corporation, Lessee

Its: ________________________________

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

________________________
Notary Public