PUBLIC NOTICE
IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT

THE SPECIAL MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING
WILL BE HELD ON MONDAY, JANUARY 25, 2016 AT 6:30 P.M.
IN THE BOARD ROOM, WHEELING VILLAGE HALL,
2 COMMUNITY BOULEVARD, WHEELING, ILLINOIS
VILLAGE PRESIDENT DEAN S. ARGIRIS PRESIDING

DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON THE MATTERS CONTAINED IN THE FOLLOWING:

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL FOR ATTENDANCE

4. APPROVAL OF MINUTES NONE

5. CHANGES TO THE AGENDA

6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS

Proclamation: Bill Hein Day – February 1, 2016

7. APPOINTMENTS AND CONFIRMATIONS

8. ADMINISTRATION OF OATHS

9. CITIZEN CONCERNS AND COMMENTS

10. STAFF REPORTS

11. CONSENT AGENDA NONE

12. OLD BUSINESS NONE

13. NEW BUSINESS **All listed items for discussion and possible action**

A. **Resolution** Authorizing the Village President and Village Clerk to Execute an Agreement between the Village and the Rotary Club of Wheeling, Illinois for the Lease of Village Owned Property Located at 99–101 Wolf Road, Wheeling, Illinois for the Operation of a Food Pantry

B. **DISCUSSION RE:** Concept Review of AB Sanchez Landscaping Request for Rezoning, Text Amendment, and Planned Unit Development, 2800–2828 Hintz Road and 2801–2805 Jackson Drive

C. **PRESENTATION RE:** Update on Chicago Executive Airport Master Plan

14. OFFICIAL COMMUNICATIONS

15. APPROVAL OF BILLS NONE

16. EXECUTIVE SESSION

17. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

18. ADJOURNMENT

THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99

IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID,
SUCH AS A SIGN LANGUAGE INTERPRETER,
PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.

Return to Agenda

PROCLAMATION
VILLAGE OF WHEELING

Bill Hein Day – February 1, 2016

WHEREAS, William H. "Bill" Hein has provided faithful service to the Wheeling community for over 50 years; and

WHEREAS, Bill Hein began serving the Village as a volunteer firefighter on October 26, 1964, and went on to tenures as a member of the Board of Fire and Police Commissioners, as the chairman of that commission, as a Village Trustee from 1971–1977, as Village President from 1977–1981, and again as a Village Trustee from 2011–2016; and

WHEREAS, Bill Hein's service to the Village is only one of his many notable contributions to the public good, which also include service as founder and Market Master of the Wheeling Farm Stand Market, ongoing leadership of the Wheeling Historical Society, and an active role in Wheeling's business community; and

WHEREAS, Bill Hein's admirable dedication to public service and his active engagement in civic life make him an exemplary citizen of this village;

NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, Illinois, Counties of Cook and Lake, State of Illinois, do hereby celebrate Bill Hein's longstanding service, I wish him success in his future endeavors, and I call upon the Wheeling community to join me in honoring him in recognition of his significant contributions.

DATED at the Village of Wheeling this 25th day of January, 2016.

_____

Dean S. Argiris, Village President

ATTEST:

_____

Elaine E. Simpson, Village Clerk

Return to Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.A
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: January 25, 2016

TITLE OF ITEM SUBMITTED: A Resolution Authorizing The Village President And Village Clerk To Execute An Agreement Between The Village And The Rotary Club Of Wheeling, Illinois For The Lease Of Village Owned Property Located At 99–101 Wolf Road, Wheeling, Illinois For The Operation Of A Food Pantry

SUBMITTED BY: James V. Ferolo-Klein Thorpe and Jenkins

BASIC DESCRIPTION OF ITEM: The attached resolution authorizes the Village President and Clerk to execute a lease with the Rotary Club of Wheeling for a portion of the property located at 99–101 Wolf Road. The property will continue to be used to operate a food pantry for Wheeling residents and residents of the Wheeling School Districts. The lease is a two year lease starting on February 1, 2016 and ending on January 31, 2018 and can be terminated at any time upon 60 days notice.

EXHIBIT(S) ATTACHED: Resolution and Lease.

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

Return to Agenda

VILLAGE OF WHEELING ILLINOIS

MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Shari Matthews Huizar, Director of Human Services

DATE: January 25, 2016

SUBJECT: Renewal of Lease Agreement with the Rotary Club of Wheeling for use of 101 N. Wolf Rd. as the Wheeling Food Pantry

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EXECUTIVE SUMMARY

Lease agreement between the Rotary Club of Wheeling Illinois and the Village of Wheeling for the purposes of operating a food pantry to serve Wheeling. The Village and the Rotary Club of Wheeling are seeking a lease valid through January 31, 2018.

Village staff and legal counsel have worked with the Rotary Club of Wheeling Illinois to prepare the renewal of a lease for Board approval, included with this memo. The lease renewed annually, which we are looking to extend for two years, will charge rent in the amount of $1.00 per month. The Rotary Club of Wheeling agrees to provide liability insurance for the operations. All Wheeling Food Pantry operations meet with Village health and safety ordinances.

Beginning February 1, 2016 the pantry will be open Tuesdays and Thursdays from 10:00 a.m. to 4:00 p.m. Patrons of the pantry must be Wheeling residents or have students who attend either Wheeling High School or a School District 21 elementary or middle school. Patrons from outside of the Village are given food once and then referred to local pantries in their area. Professional staff from the Village Human Services Department will be onsite Tuesdays from 1:00 p.m. to 4:00 p.m. and Thursdays from 10:00 a.m. to 4:00 p.m. to provide information and referrals for other services, as the need for food many times is a symptom of other issues including unemployment, illness, etc. Staff from OMNI Youth Services will be available on Tuesdays from 10:00 a.m. to 1:00 p.m. The Pantry serves an average of 100 families per week and distributes about 4,000 lbs of food per week as well.

Food is supplied by the Greater Chicago Food Depository and is purchased in large quantities for very little, and is also sourced through local food drives, St. Joseph the Worker, the Hunger Project of Northbrook, and District 21. Fundraisers and community drives will help to keep the pantry full.

There are many opportunities for community members to help the Pantry through volunteering. Volunteers are needed for interpretation, food collection, distribution bag preparation, cleanup, greeting patrons, etc. Volunteers from the Wheeling Pavilion Senior Center, local churches, area schools, and service clubs are heavily involved.

Return to Agenda

RESOLUTION NO. 16-_____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE AND THE ROTARY CLUB OF WHEELING, ILLINOIS FOR THE LEASE OF VILLAGE OWNED PROPERTY LOCATED AT 99-101 WOLF ROAD, WHEELING, ILLINOIS FOR THE OPERATION OF A FOOD PANTRY

WHEREAS, the Village of Wheeling, Cook and Lake Counties, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, pursuant to Article 7, Section 6 of the Illinois Constitution, the Village of Wheeling, Cook and Lake Counties, Illinois is a home rule municipality that is empowered to lease municipally owned property that it deems unnecessary for governmental use; and

WHEREAS, the Village currently owns property located 99-101 Wolf Road, Wheeling, Illinois (the "Property"); and

WHEREAS, since August 1, 2011, the Rotary Club of Wheeling has leased a portion of the Property for the purpose of operating a food pantry for Wheeling residents and residents of the Wheeling School Districts; and

WHEREAS, the current lease expired on September 30, 2015 and the Rotary Club of Wheeling has been operating on a month to month lease since the expiration of the lease; and

WHEREAS, the Village President and the Board of Trustees have determined that the Village use of the Property to be leased is not necessary for governmental use by the Village at this time and that the food pantry will provide a valuable social service to members of the community; and

WHEREAS, the Village President and the Board of Trustees have determined that the Village's continued lease of the Property to the Rotary Club for the purpose of operating a food pantry is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

Return to Agenda

SECTION 2: The Board of Trustees of the Village of Wheeling approves, authorizes and directs the President and Clerk of the Village of Wheeling to execute a lease agreement between the Village of Wheeling and the Rotary Club of Wheeling, Illinois for the lease of Village owned Property located at 99-101 Wolf Road, Wheeling, Illinois, in substantial conformity with the lease attached hereto as EXHIBIT A and upon final approval by the Village Manager.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

Trustee _____ moved, seconded by Trustee _____ that Resolution No. 16-____ be adopted.

President Argiris _____

Trustee K. Brady _____ Trustee M. Krueger _____

Trustee R. Vito _____ Trustee R. Lang _____

Trustee B. Hein _____ Trustee D. Vogel _____

ADOPTED this _____ day of _____, 2016, by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk

Return to Agenda

EXHIBIT A
LEASE AGREEMENT

Return to Agenda

LEASE

THIS LEASE is made this _____ day of _____, 2016, by and between the Village of Wheeling, an Illinois municipal corporation ("Landlord"), having an address at 2 Community Boulevard Wheeling, Illinois 60090, and the Rotary Club of Wheeling, Illinois an Illinois non-profit corporation ("Tenant"), having an address at PO Box 75, Wheeling, Illinois 60069, for space in the Building known as 101 N. Wolf Road Wheeling, Illinois 60090 (such building, together with the land upon which it is situated being herein referred to as the "Building"). The following schedule (the "Schedule") sets forth certain basic terms of this Lease:

1. ***PREMISES***. Approximately twenty percent (20%) on the first floor of the property located at 99-101 N. Wolf Road, Wheeling, Illinois identified in depiction attached hereto as Exhibit A.

Base Rent:

1.Period	2. Annual Base Rent	3. Monthly Base Rent
2/1/16-1/31/18	$12.00	$1.00

4. Tenant's Proportionate Share: 25%
5. Security Deposit: $12.00
6. Broker: NONE
7. Commencement Date: February 1, 2016
8. Expiration Date: January 31, 2018

2. ***DEMISE AND TERM.*** Landlord leases to Tenant and Tenant leases from Landlord the premises (the "Premises") described in Item 1 of the Schedule above and shown on the plan, attached hereto as **Exhibit A** subject to the covenants and conditions set forth in this Lease, for a term (the "Term") commencing on the date (the "Commencement Date") described in Item 7 of the Schedule and expiring on the date (the "Expiration Date") described in Item 8 of the Schedule, unless terminated earlier as otherwise provided in this Lease.

3. ***RENT.***

A. Definitions. For purposes of this Lease, the following terms shall have the following meanings:

(i) "Expenses" shall mean all expenses, costs and disbursements (other than Taxes) paid or incurred by Landlord in connection with the ownership, management, maintenance, operation, replacement and repair of the Building. Expenses shall not include: (a) costs of tenant alterations; (b) costs of capital improvements (except for costs of any capital improvements made or installed for the purpose of reducing Expenses or made or installed pursuant to governmental requirement or insurance requirement, which costs shall be amortized by Landlord

Return to Agenda

in accordance with sound accounting and management principles); (c) interest and principal payments on mortgages (except interest on the cost of any capital improvements for which amortization may be included in the definition of Expenses) or any rental payments on any ground leases (except for rental payments which constitute reimbursement for Taxes and Expenses); (d) advertising expenses and leasing commissions; (e) any cost or expenditure for which Landlord is reimbursed, whether by insurance proceeds or otherwise, except through Additional Rent (hereinafter defined); (f) the cost of any kind of service furnished to any other tenant in the Building which Landlord does not generally make available to all tenants in the Building; (g) legal expenses of negotiating leases; (h) salaries and fringe benefits of employees above the grade of building manager. Expenses shall be determined on a cash or accrual basis, as Landlord may elect.

(ii) "Rent" shall mean Base Rent and any other sums or charges due by Tenant hereunder.

(iii) “Taxes" shall mean all taxes, assessments and fees levied upon the Premises and/or the property of Tenant located therein by any governmental entity based upon the ownership, leasing, renting or operation of the Premises, including all costs and expenses of protesting any such taxes, assessments or fees. Taxes shall not include any net income, capital stock, succession, transfer, franchise, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity, in lieu of or as a substitute for, in whole or in part, real estate taxes or other ad valorem taxes, such tax shall constitute and be included in Taxes. For the purpose of determining Taxes for any given year, the amount to be included for such year (a) from special assessments payable in installments shall be the amount of the installments (and any interest) due and payable during such year, and (b) from all other Taxes shall at Landlord's election either be the amount accrued, assessed or otherwise imposed for such year or the amount due and payable in such year.

(iv) Tenant’s proportionate share of the rentable area of the building containing Tenant’s premises is twenty percent (20%). Tenant shall pay to Landlord, in addition to the rent otherwise provided for herein, and as additional rent, the full amount of any increase in real estate taxes levied against the building, as a result of this Lease. When any such increase is calculated based on the issuance by the County of real estate tax bills, said amount shall be paid by the Tenant on or before the date said tax is due and owing. Tenant’s obligation to pay said tax liability shall survive the termination of this Lease.

B. <u>Components of Rent.</u> Tenant agrees to pay the following amounts to Landlord at the office of the Building or at such other place as Landlord designates:

(i) Base rent ("Base Rent") to be paid at the beginning of each year for the entire

Return to Agenda

year.

4. *USE*. Tenant agrees that it shall occupy and use the Premises as a food pantry to be administered by the Tenant. The Wheeling Rotary Club will store and distribute non-perishable food items to needy families or individuals who are residents of the Village of Wheeling and/or families with students who attend Wheeling Consolidated School District 21 in accordance with the procedure attached hereto as **Exhibit B**. Food Pantry participants will show identification, to prove residency within the Village of Wheeling and/or proof of attendance of District 21 school. The hours of operation shall be as follows: Monday and Friday 1:00 p.m. to 5:00 p.m.; Tuesday and Thursday 10:00 a.m. to 4:00 p.m.; and Wednesday 9:00 a.m. to 1:00 p.m. Upon written request and approval by the Landlord, the hours of operation may be changed and/or modified by the Tenant. Any such requested modification of the hours of operation shall not be unreasonably denied by the Landlord. The Food Pantry shall be staffed by at least one member or authorized designee of the Wheeling Rotary Club during all times the Food Pantry is open for operation and by a Village of Wheeling social worker, when available, or other social service professional from Omni Youth Services. The Premises may not be used for any other purposes nor may it be used by any other user. Tenant shall comply with all federal, state and municipal laws, ordinances and regulations and all covenants, conditions and restrictions of record applicable to Tenant's use or occupancy of the Premises. Without limiting the foregoing, Tenant shall not cause, nor permit, any hazardous or toxic substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises without the prior written consent of Landlord and then only in compliance with all applicable environmental laws. The Premises shall not be used for any other purposes nor may it be used by any entity other than the Tenant. Failure to use the Premises in accordance with this Paragraph 3 shall constitute a default under this lease.

5. *CONDITION OF PREMISES.* Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or the Building (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises or the Building, have been made by or on behalf of Landlord or relied upon by Tenant, except as stated herein or in a separate work letter, if any, executed by Landlord and Tenant.

6. *BUILDING SERVICES.*

A. <u>Basic Services.</u> Landlord shall furnish the following services: (i) heating and air conditioning to provide a temperature condition required, in Landlord's judgment, for comfortable occupancy of the Premises under normal business operations, daily during the business hours stated above in Section 3 and in Exhibit B; (ii) water for drinking; (iii) a restrooms at a location designated by Landlord, in common with Landlord and any other tenants of the Building; (iv) daily janitor service in common areas of the Building, weekends and holidays excepted, including periodic outside window washing of the perimeter windows in the Premises (v) snow removal up to the walkway of the Tenant’s entrance; (vi) lawn care including tree trimming and the removal of dead shrubs; (vii)

Return to Agenda

monthly extermination services; (viii) periodic HVAC maintenance; and (ix) replacement of non-functioning light bulbs (with new bulbs purchased by Tenant).

B. Telephones and Computer Networking. If needed, the Tenant shall arrange for telephone service and computer networking directly with one or more of the public telephone or internet service companies servicing the Building and shall be solely responsible for paying for such telephone service. If Landlord acquires ownership of the telephone cables in the Building at any time, Landlord shall permit Tenant to connect to such cables on such terms and conditions as Landlord may prescribe. In no event does Landlord make any representation or warranty with respect to telephone service in the Building, and Landlord shall have no liability with respect thereto.

C. Additional Services. Landlord shall not be obligated to furnish any services other than those stated above. If Landlord elects to furnish services requested by Tenant in addition to those stated above (including services at times other than those slated above), Tenant shall pay Landlord's then prevailing charges for such services. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to all other remedies available to Landlord, discontinue any additional services. No discontinuance of any such service shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises. In addition, if Tenant's concentration of personnel or equipment adversely affects the temperature or humidity in the Premises or the Building, Landlord may install supplementary air conditioning units in the Premises; and Tenant shall pay for the cost of installation and maintenance thereof.

D. Failure or Delay in Furnishing Services. Tenant agrees that Landlord shall not be liable for damages for failure or delay in furnishing any service stated above if such failure or delay is caused, in whole or in part, by any one or more of the events stated in Section 19(i) below, nor shall any such failure or delay be considered to be an eviction or disturbance of Tenant's use of the Premises, or relieve Tenant from its obligation to pay any Rent when due or from any other obligations of Tenant under this Lease.

7. *RULES AND REGULATIONS.* Tenant shall observe and comply with the reasonable rules and regulations that may be promulgated by Landlord from time to time. Landlord shall not be liable for failure of any person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any person, and the failure of Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith. The Landlord anticipates issuing Rules and Regulations governing, but not limited to, access to the Building and Premises; conference room use, and access to storage.

8. *CERTAIN RIGHTS RESERVED TO LANDLORD.* Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of

Return to Agenda

Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim: (a) to change the name or street address of the Building or the suite number of the Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, and for such purposes to enter upon the Premises, temporarily close doors, corridors and other areas in the Building and interrupt or temporarily suspend services or use of common areas, and Tenant agrees to pay Landlord for overtime and similar expenses incurred if such work is done other than during ordinary business hours at Tenant's request; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; *(f)* to show or inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for reoccupancy; (g) to install, use and maintain in and through the Premises pipes, conduits, wires and duals serving the Building, provided that such installation, use and maintenance docs not unreasonably interfere with Tenant's use of the Premises; and (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building.

9. *MAINTENANCE*. Tenant, at its expense, shall maintain and keep the Premises in good order at all times during the Term. In addition, Tenant shall reimburse Landlord for the cost of any repairs to the Building necessitated by the acts or omissions of Tenant, its subtenants, assignees, invitees, employees, licensees, contractors and agents. Subject to the preceding sentence, Landlord shall perform any maintenance or make any repairs to the Building as Landlord shall desire or deem necessary for the safety, operation or preservation of the Building, or as Landlord may be required or requested to do by the Village of Wheeling, Illinois or by the order or decree of any court or by any other proper authority. If or when necessary, maintenance may require accessibility on weekends.

10. *ALTERATIONS.*

A. <u>Requirements.</u> Tenant shall pay the cost of all alterations to the Premises necessitated as a result of this lease including but not limited to the cost removing the carpeting in the Premises; replacing the carpeting with a tile floor to be approved by Landlord; and installing shelving and a worktable to be approved by the Landlord. Tenant shall not make any replacement, alteration, improvement or addition to or removal from the Premises without the prior written consent of Landlord. In the event Tenant proposes to make any alteration Tenant shall, prior to commencing such alteration, submit to Landlord for prior written approval: (i) detailed plans and specifications; (ii) sworn statements, including the names, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Landlord, naming Landlord and any other parties designated by Landlord as additional insureds; and (v) all other documents and information as Landlord may reasonably request in connection with such alteration. . Neither approval of the plans and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or

Return to Agenda

propriety of such plans and specifications or the quality of workmanship. Tenant shall pay the entire cost of the alteration and, if requested by Landlord, shall deposit with Landlord, prior to the commencement of the alteration, security for the payment and completion of the alteration in form and amount required by Landlord. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Landlord, and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements. Each alteration shall be performed by union contractors if required by Landlord and in harmony with Landlord's employees, contractors and other tenants. Each alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove such alteration at Tenant's sole cost and expense in accordance with the provisions of Section 15 of this Lease. Upon the conclusion of this Lease Tenant shall have thirty (30) days to remove Tenant’s furniture, equipment and trade fixtures located within the Building.

B. Liens. Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn owner's and contractors' statements and full and final waivers of lien covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien to be filed against the Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of Tenant. If any such lien is filed Tenant shall within ten (10) days thereafter have such lien released of record or deliver to Landlord a bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same; and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

11. *INSURANCE*. Tenant, at its expense, shall maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Tenant's expense, and all other property owned or used by Tenant and located in the Premises; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Landlord from time to time but in any event not less than $1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as Landlord

Return to Agenda

may from time to time require. The form of all such policies and deductibles thereunder shall be subject to Landlord's prior approval. All such policies shall be issued by insurers acceptable to Landlord and licensed to do business in the State of Illinois and shall contain a waiver of any rights of subrogation thereunder. In addition, the policies shall name Landlord and any other parties designated by Landlord as additional insureds, shall require at least thirty (30) days prior written notice to Landlord of termination or modification and shall be primary and not contributory. Tenant shall, at least ten (10) days prior to the Commencement Date, and within ten (10) days prior to the expiration of each such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

12. ***WAIVER AND INDEMNITY.***

A. Waiver. To the extent that bodily injury or property damage was not caused by Landlord's negligence or misconduct, Tenant releases Landlord, Landlord's beneficiaries and their respective agents and employees from, and waives all claims for, damage or injury to person or property and loss of business sustained by Tenant and resulting from the Building or the Premises or any part thereof or any equipment therein becoming in disrepair, or resulting from any accident in or about the Building. This paragraph shall apply particularly, but not exclusively, to flooding, damage caused by Building equipment and apparatus, water, snow, frost, steam, excessive heat or cold, broken glass, sewage, gas, odors, excessive noise or vibration or the bursting or leaking of pipes, plumbing fixtures or sprinkler devices. Without limiting the generality of the foregoing, Tenant waives all claims and rights of recovery against Landlord, Landlord's beneficiaries and their respective agents and employees for any loss or damage to any property of Tenant, which loss or damage is insured against, or required to be insured against, by Tenant pursuant to Section 10 above, whether or not such loss or damage is due to the fault or negligence of Landlord or such beneficiaries, agents or employees, and regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect.

B. Indemnity. To the extent that bodily injury or property damage was not caused by Landlord's negligence or misconduct, Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's beneficiaries and their respective agents and employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including attorneys' fees), for injuries to any persons and damage to or theft or misappropriation or loss of property occurring in or about the Building and arising from the use and occupancy of the Premises as a Food Pantry or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises (including, without limitation, any alteration by Tenant) or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed under this Lease or due to any other act or omission of Tenant, its subtenants, assignees, invitees, licensees employees, contractors and agents. Without limiting the foregoing, Tenant shall indemnify, defend and hold Landlord harmless from any claims, liabilities, damages, costs and expenses arising out of the use or storage of hazardous or toxic materials in the Building by Tenant. If any such proceeding is filed against Landlord or

Return to Agenda

any such indemnified party, Tenant agrees to defend Landlord or such party in such proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to Landlord, if requested by Landlord.

13. ***FIRE AND CASUALTY.*** If all or a substantial part of the Premises or the Building is rendered untenantable by reason of fire or other casualty. Landlord may, at its option, either restore the Premises and the Building, or terminate this Lease effective as of the date of such fire or other casualty. Landlord agrees to give Tenant written notice within sixty (60) days after the occurrence of any such fire or other casualty designating whether Landlord elects to so restore or terminate this Lease. If Landlord elects to terminate this Lease, Rent shall be paid through and apportioned as of the date of such fire or other casually. If Landlord elects to restore, Landlord's obligation to restore the Premises shall be limited to restoring those improvements in the Premises existing as of the date of such fire or other casualty which were made at Landlord's expense and shall exclude any furniture, equipment, fixtures, additions, alterations or improvements in or to the Premises which were made at Tenant's expense. If Landlord elects to restore, Rent shall abate for that part of the Premises which is untenantable on a per diem basis from the date of such fire or other casualty until Landlord has substantially completed its repair and restoration work, provided that Tenant does not occupy such part of the Premises during said period.

14. ***ASSIGNMENT SUBLETTING AND TERMINATION.***

A. <u>Landlord's Consent.</u> Tenant shall not: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than Tenant and its employees.

B. <u>Termination.</u> Landlord and Tenant shall have the right to terminate this Lease upon 60 days written notice to the other party served at the Premises for the Tenant and served at the Wheeling Village Hall as the Landlord. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Premises (with appropriate demising partitions to be erected at the expense of Tenant) within sixty (60) days after the date of Landlord's notice of termination.

15. ***SURRENDER.*** Upon termination of the Term or Tenant's right to possession of the Premises, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and damage by fire or other casualty excepted. If Landlord requires Tenant to remove any alterations pursuant to Section 9, then such removal shall be done in a good and workmanlike manner; and upon such removal Tenant shall restore the Premises to its condition prior to the installation of such alterations. If Tenant does not remove such alterations after requested to do so by Landlord, Landlord may remove the same and restore the Premises; and Tenant shall pay

Return to Agenda

the cost of such removal and restoration to Landlord upon demand. Tenant shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to termination of the Term or Tenant's right to possession of the Premises. If Tenant does not remove such items, Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant; or at Landlord's sole option such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and disposed of at Tenant's expense without notice to Tenant and without obligation to compensate Tenant.

16. ***DEFAULTS AND REMEDIES.***

A. Default. The occurrence of any of the following shall constitute a default (a "Default") by Tenant under this Lease: (i) Tenant fails to pay any Rent when due and such failure is not cured within five (5) days after notice from Landlord (which notice may be in the form of a landlord statutory five-day notice); (ii) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty (30) days (or immediately if the failure involves a hazardous condition) after notice from Landlord; (iii) the leasehold interest of Tenant is levied upon or attached under process of law; (iv) Tenant or any guarantor of this Lease dies or dissolves; (v) Tenant abandons or vacates the Premises; or (vi) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within thirty (30) days after filing.

B. Right of Re-Entry. Upon the occurrence of a Default, Landlord may elect to terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law.

C. Reletting. If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Landlord may relet the Premises or any part thereof. In such case, Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord may first lease Landlord's other available space and shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. Tenant shall reimburse Landlord for the costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, alteration, and other expenses incurred to secure a new tenant for the Premises. In addition, if the consideration collected by Landlord upon any such reletting, after payment of the expenses of reletting the Premises which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount

Return to Agenda

of the Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant.

D.. Waiver of Trial by Jury. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

E. Venue. If either Landlord or Tenant desires to bring an action against the other in connection with this Lease, such action shall be brought in the federal or state courts located in Chicago, Illinois. Landlord and Tenant consent to the jurisdiction of such courts and waive any right to have such action transferred from such courts on the grounds of improper venue or inconvenient forum.

17. *HOLDING OVER.* If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay Rent during such holding over at the fair market rental value for the property for each month or partial month that Tenant remains in possession. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. In addition, at any time while Tenant remains in possession, Landlord may elect instead, by written notice to Tenant and not otherwise, to have such retention of possession constitute a renewal of this Lease for one year for the fair market rental value of the Premises as reasonably determined by Landlord but in no event less than the Rent payable immediately prior to such holding over. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

18. *QUIET ENJOYMENT.* As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, subject, however, to the provisions of this Lease. Landlord agrees not to place street signage in the immediate frontage of tenant’s facility. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it affect Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

19. *NOTICES.* All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the address set forth above or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or two (2) business days after posting in the United States mail.

Return to Agenda

20. ***MISCELLANEOUS.***

A. Successors and Assigns. Subject to Section 14 of this Lease, each provision of this Lease shall extend to, bind and insure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns; and all references herein to Landlord and Tenant shall be deemed to include all such parties.

B. Entire Agreement. This Lease, and the riders and exhibits, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and Landlord has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

C. Time of Essence. Time is of the essence of this Lease and each and all of its provisions.

D. Execution and Delivery. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions set forth herein, which offer may not be revoked for fifteen days after such delivery.

E. Severability. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions.

F. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

G. Attorneys' Fees. Tenant shall pay to Landlord all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease or incurred by Landlord as a result of any litigation to which Landlord becomes a party as a result of this Lease.

H. Joint and Several Liability. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

I. Force Majeure. Landlord shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder if Landlord is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond Landlord's reasonable control.

Return to Agenda

J. Captions. The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.

K. No Waiver. No receipt of money by Landlord from Tenant after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

L. No Recording. Tenant shall not record this Lease or a memorandum of this Lease in any official records.

N. Limitation of Liability. Any liability of Landlord under this Lease shall be limited solely to its interest in the Building, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

O. Signage. Tenant may, at Tenant's sole cost, erect and maintain a sign after gaining approval from the Landlord.

IN WITNESS WHEREOF Landlord and Tenant have executed this Lease as of the day and year first above written.

TENANT: Rotary Club of Wheeling, Illinois

LANDLORD: Village of Wheeling, Illinois

By:_____

By:_____

_____
Printed Name

Title: _____

Title: _____

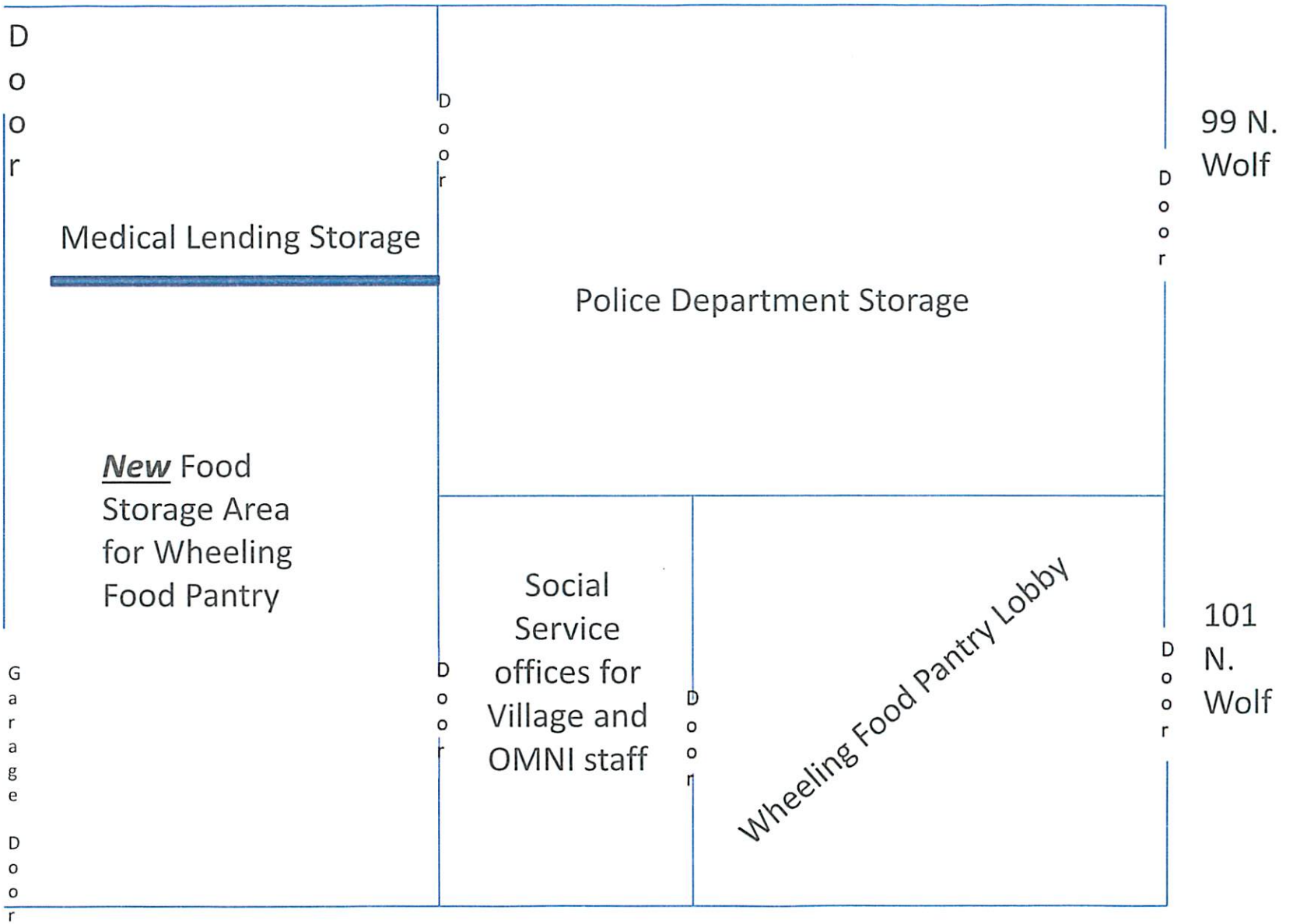
ATTEST:

_____
Village Clerk

Return to Agenda

EXHIBIT A
DEPICTION OF LEASED PREMISES

Return to Agenda



Return to Agenda

EXHIBIT B-FOOD PANTRY PROCEDURES

FOOD PANTRY PROCEDURES

1. In general, the purpose of the Wheeling Food Pantry will be to provide two services
    a. Non perishable food for the less fortunate individuals and families of Wheeling residents, Wheeling Consolidated School District 21 and Wheeling students.
    b. Social Services will provide counseling to help individuals and families become independent and self-supportive both mentally and financially.
2. Hours of Operation (subject to modification)
    a. Client reception- Tuesday and Thursday, 10:00 a.m. – 4:00 p.m.
    b. Food delivery, packaging and cleanup- by appointment and/or during client reception hours.
    c. Volunteers for food pickup, delivery, packaging and clean up, etc will be scheduled during client reception hours and by arrangements with volunteers in off hours i.e. weekends, mornings and evenings.
3. Staffing (subject to modification)-
    a. Reception area- one volunteer and professional social worker during reception hours
    b. Volunteers for food pickup, delivery, packaging and clean up, etc will be scheduled during client reception hours and by arrangements with volunteers in off hours i.e. weekends, mornings and evenings.
4. Social Services Professionals will be provided by The Village of Wheeling and Omni Youth Services.

Return to Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.B
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING:	January 25, 2016
TITLE OF ITEM SUBMITTED:	DISCUSSION RE: Concept Review of AB Sanchez Landscaping Request for Rezoning, Text Amendment, and Planned Unit Development, 2800–2828 Hintz Road and 2801–2805 Jackson Drive
BASIC DESCRIPTION OF ITEM[1]:	Discussion of a proposal from AB Sanchez Landscaping for rezoning, a Planned Unit Development, and a text amendment to bring the business into conformance with the Village's Zoning Code.
BUDGET[2]:	N/A
BIDDING[3]:	N/A
SUBMITTED FOR BOARD CONSIDERATION:	VILLAGE MANAGER

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*