



Village of
University Park

***VILLAGE OF UNIVERSITY PARK
BOARD OF TRUSTEES
Committee Of The Whole Meeting
In-Person***

Joseph E. Roudez III
MAYOR

Dorothy R. Jones, MMC
VILLAGE CLERK

BOARD OF TRUSTEES

Shirley A. Bolding
Theaprise Brooks
Sonia Jenkins-Bell
Donzell Franklin
Karen L. Lewis
Janelle D. McFadden

Elizabeth Scott
Village Manager

James H. Ellis
VILLAGE TREASURER

**Tuesday, October 11, 2022
7:00 p.m.**

90 Town Center Drive, University Park, Illinois

COVID-19 Protocol Will Be Strictly Enforced

Visitors are always welcome to all public meetings of the Board of Trustees. To comment on an issue, persons wishing to speak will be called upon by the Mayor during Section 4, General Public. The interested party will stand, identify themselves and make their comment.

In order to give proper consideration to all items on this agenda, the Mayor will limit participants in a debate and will close off protracted, repetitive, irrelevant, or abusive remarks. Public Comments will be limited to a total of thirty (30) minutes.

AGENDA

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. PLEDGE OF ALLEGIANCE**
- 4. GENERAL PUBLIC COMMENT.**

This is a comment forum, and if response is necessary, Board members may elect to respond formally at the next regular Board meeting.

5. BUSINESS DISCUSSION ITEMS:

5-1a: Presentation - Discussion – Memorandum Of Understanding Between The Village of University Park and CMAP Relating To ROI (Resource Opportunity Impact) Grant.

5-1b: Presentation and Discussion OSLAD Grant for Riegel Farm.

5-1c: Discussion – A Resolution Approving And Authorizing To Rename The Special Events Fund To Community Development Projects Fund.

5-1d: Discussion A Resolution Designating The Village Manager As The TIF Administrator.

5-1e: Discussion - An Ordinance Amending The Village Zoning Code Of The Village Of University Park As It Relates To Solar Farms As A Special Use Within The Industrial District.

5-1f: Discussion - An Ordinance Approving A Special Use To Operate A Solar Farm For The Property Located At 23301 South Central Avenue.

5-1g: Presentation – Discussion Mr. Frank DiGiovanni – Laborer’s Local 5.

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

7. ADJOURNMENT.

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: DISCUSSION AGENDA

DOCKET NUMBER:5-1a:

Discussion – Memorandum Of Understanding Between The Village of University Park and CMAP Relating To ROI (Resource Opportunity Impact) Grant

SUMMARY OF REQUESTED ACTION FOR THE COW MEETING OF: October 11, 2022

Presented For Discussion and Your Consideration To Move Forward Is A Memorandum Of Understanding Between The Village of University Park and CMAP Relating To ROI (Resource Opportunity Impact) Grant.

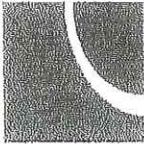
APPROVED:

Elizabeth Scott
Village Manager

BOARD ACTION: Motion By: _____ Seconded By: _____

Ordinance Number: _____ Resolution Number: _____

Comments:



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606
312 454 0400
www.cmap.illinois.gov

MOU No.: TA-[YY=xxxx]

EXHIBIT A

Memorandum of Understanding For ROI Program: Resource, Opportunity, and Impact

The purpose of this Memorandum of Understanding ("MOU") is to establish the terms by which the Village of University Park ("GOVERNMENTAL BODY") and the Chicago Metropolitan Agency for Planning ("CMAP") will partner under the ROI Program: Resource, Opportunity, and Impact ("PROJECT").

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-3 herein and any attachments thereto.

For the GOVERNMENTAL BODY:

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
Attest:		

_____ Signature	_____ Type or Print Name	_____ Date
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For CMAP:

_____ Erin Aleman Executive Director	_____ Attest Signature	_____ Date
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Part 1 Scope/Term
Part 2 General Conditions
Part 3 Responsibilities

Part 1: Scope/Term

1. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.

2. Term of MOU. The term of this MOU shall be one (1) year from the date of execution unless terminated earlier as provided for in Paragraph titled "Termination" herein.

3. Amendments. All changes to this MOU must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval, procedural guidelines, and specific terms of MOU to which all projects are subject. Signatories of this MOU certify that these general conditions will be adhered to unless amended in writing.

1. Complete MOU. This MOU including all attachments and other documents incorporated or referenced in the MOU, constitutes the complete and exclusive statement of the terms and conditions of the MOU between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications regarding this PROJECT. The validity in whole or in part of any term or condition of this MOU shall not affect the validity of other terms or conditions of this MOU.

- a) Either Party's failure to insist in any one or more instances upon the performance of any terms or conditions of this MOU shall not be construed as a waiver or relinquishment of said Party's right to such performance by the other Party or to future performance of such terms or conditions and the other Party's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- b) CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this MOU, unless such understanding or representations by both parties are expressly stated in this MOU.
- c) Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this MOU including, but not limited to changes, as applicable, in the project deliverables, schedule, or any other particular of the description, statement of work or provisions of this MOU. No amendments are effective until there is a written amended MOU that has been signed by both parties.
- d) Changes to any portion of this MOU shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.
- e) For its convenience, CMAP reserves the right to extend the Term of this MOU. Any changes to the Term of this MOU shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. Compliance/Governing Law. The terms of this MOU shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this MOU shall be performed in compliance with all applicable state and federal laws.

3. Availability of Appropriation (30 ILCS 500/20-60). This MOU is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this MOU, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease in appropriation.

4. Termination.

- a) This MOU may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this MOU.
- b) Upon notice of termination by either party, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, reports, summaries and such other information and materials as may have been accumulated by CMAP in performing this MOU, whether completed or in process.
- c) No Further Liability. Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this MOU by such party that complies with the terms of the MOU whether or not such party is aware of any such damage, loss or expense.

5. Ownership of Documents/Title of Work. All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this MOU, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

6. Publication. CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this MOU, and to authorize others to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this MOU.

7. Confidentiality Clause. Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this MOU shall not be

made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this MOU shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.

8. Identification of Documents. All reports, maps, and other documents completed as part of this MOU, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

Part 3: Responsibilities

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

1. Project Charter. The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as "ATTACHMENT 1". Changes to the project charter must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.

2. Scope of Work. Following enacting this MOU, CMAP and GOVERNMENTAL BODY will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either CMAP or the GOVERNMENTAL BODY, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.

- a) CMAP and GOVERNMENTAL BODY shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.
- b) All work performed by CMAP staff must be related to the scope of work.

3. Roles and Relationship. CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- a) CMAP shall assign staff to work with local governments and the community as part of the Capacity Building program.
- b) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for CMAP staff.
- c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.
- d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.
- e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with GOVERNMENTAL BODY.

- f) CMAP is responsible for assigning relevant CMAP staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).
- g) GOVERNMENTAL BODY understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.

4. Access to resources. CMAP staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The GOVERNMENTAL BODY will provide CMAP access to data as follows:

- a) The GOVERNMENTAL BODY will provide access to relevant staff who will need to be involved in the PROJECT and will ensure that they allocate sufficient time to the PROJECT.
- b) The GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.
- c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.

5. Demonstration of local support. GOVERNMENTAL BODY agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.

- a) The GOVERNMENTAL BODY may be responsible for working with CMAP to identify members for a steering committee or similar oversight group.
- b) If public outreach is a component of the PROJECT, the GOVERNMENTAL BODY agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

6. Project management and review. CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the PROJECT proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the consultant, if any. Additionally,

- a) CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any; at the same time they are delivered to CMAP.
- b) CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.
- c) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.

- d) In order to maintain PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
- e) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the project recommendations within agreed upon timelines.



MODULE 1: PROJECT CHARTER

WORK PLAN NO.	PROJECT TITLE	DATE
2022.056	NEXT 2.0: Putting Plans into Action (University Park)	6/21/2022

General Information

PROJECT TYPE	Staff project
PRELIM. DURATION*	12 months
PRELIM. START DATE*	07/01/2022
PRELIM. END DATE*	06/30/2023

1. Project Description

CMAP will provide technical assistance, as a staff led project, to the Village of University Park to implement recommendations of recently completed plans that addresses key issues and incorporates the regional ON TO 2050 principles of resilience, inclusive growth, and prioritized investment. The project will specifically endeavor to implement plan recommendations from the 2020 Strategic Plan, 2021 Capital Improvement Plan, and the 2022 TOD Plan; and build the capacity of the community to develop, fund, and maintain transportation infrastructure.

2. Preliminary ON TO 2050 Implementation Topics

The project activities will seek to advance the recommendations of ON TO 2050, the region's comprehensive plan, by exploring and addressing implementation of the following:

TOPIC	PROJECT IMPLEMENTATION
Build local government capacity to provide a strong quality of life	
Support local governments in the implementation of technical assistance plan recommendations (C04.G10.R25.S086)	Implement plan recommendations from an existing plan with the development and execution of an action plan for certain recommendations from the 2020 Strategic Plan, 2021 Capital Improvement Plan, and the 2022 TOD Plan.
Build municipal, nonprofit, and private sector capacity to access funding and financial resources (C01.G01.R02.S008)	Build the capacity of the community to develop programs, apply for funding, and maintain transportation infrastructure and to plan for future development when approving near-term infrastructure and development proposals.

3. Preliminary Assumptions

NO.	ASSUMPTION
1	Selected community is interested in building capacity with CMAP's NEXT program and welcomes a planner into the community.
2	A CMAP/RTA plan has been completed and approved to be the immediate focus of the planner

*The project duration, start date, and end date will be finalized in Module 2: Project Timeline and other preliminary assumptions will be finalized in Module 3: Scope Detail.

3	The community will assign a person to be the main point of contact for CMAP staff.
4	The community will provide access to all relevant internal data, reports, and other information necessary to successfully complete the program.
5	Municipal leadership commits to participate in the program and allocate sufficient time at meetings (program check-in meetings, board meetings, etc.) to ensure the program is successful.
6	The community will provide access to relevant staff who will need to be involved in the program and will ensure that the staff allocate sufficient time to the program.
7	CMAP staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, or topic-specific expertise).
8	CMAP staff will work with the municipality staff to identify which recommendations will be included in the 8-12 month action plan for this initiative.
9	After the program is complete, CMAP may remain involved to a limited extent to monitor and assist with implementation actions specified in the action plan.

4. Preliminary Constraints

NO.	CONSTRAINTS
1	Remote working environment provides a unique challenge to the program, as relationship building is essential for effectiveness, but more difficult to establish with fewer opportunities for in-person interaction.
2	Ongoing pandemic and forthcoming budget challenges may shift community priorities and thus may also shift some recommendations from short to medium term.

5. Preliminary Deliverables

NO.	DELIVERABLE	DESCRIPTION
1	Implementation Action Memo	CMAP Planner will develop an action plan through January 2023 to implement applicable recommendations
2	Transition Memo	CMAP Planner will develop a plan to guide the village with implementation activities after the CMAP Planner's departure. The plan will provide detailed next steps to achieve short-, medium-, and long-term goals and identify responsible actor(s) for each task.

6. Preliminary Funding

Title 23 USC and UWP Regulations Citations	<ul style="list-style-type: none"> Studies relating to management, planning, operations, capital requirements, economic feasibility, performance-based planning, safety, and transit asset management [FTA C 8100.1D (2)(b)(1)]; Work elements and related activities for planning for multimodal transportation access to transit facilities. This includes planning for improved pedestrian and bicycle access, including transit supportive land use plans [FTA C 8100.1D (2)(b)(5)]; Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency [USC Title 23 Section 134(3)(h)(A)]; Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight [USC Title 23 Section 134(3)(h)(F)]; Steps shall be taken to provide the public, including members of minority populations and low-income populations, access to public information concerning the human health or environmental impacts of programs, policies, and activities, which will include information that will address the concerns of minority and low-income populations regarding the health and environmental impacts of the proposed action. IDOT Order 5610.2(a)(5)(2)
Other funding opportunities	MacArthur Foundation

7. Local Contribution

AMOUNT	\$0	DUE DATE	NA
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VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: DISCUSSION AGENDA

DOCKET NUMBER:5-1b:

A Resolution OSLAD Grant for Riegel Farm

SUMMARY OF REQUESTED ACTION FOR THE COW MEETING OF: October 11, 2022

Presented For Discussion and Your Consideration To Move Forward Is A Resolution
Relating To An OSLAD Grant for Riegel Farm.

APPROVED:

Elizabeth Scott
Village Manager

BOARD ACTION: Motion By: _____ Seconded By: _____

Ordinance Number: _____ Resolution Number: _____

Comments:

**OSLAD Grant Program
Resolution of Authorization**

Form OS/DOC-3

Applicant (Sponsor) Legal Name: Village of University Park

Project Title: Riegel Farm Restoration

The Village of University Park (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Village of University Park (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Village of University Park (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Village of University Park (Sponsor) on the _____ day of _____ (month), 2022 (year)

Name (printed / typed)

Attested by: _____

Signature

Date: _____

Title

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: DISCUSSION AGENDA

DOCKET NUMBER: 5-1c:

Discussion – Segregate And Rename Special Events Fund To Community Development Project Fund.

SUMMARY OF REQUESTED ACTION FOR THE COW MEETING OF: October 11, 2022

Presented For Discussion and Your Consideration Is A Request To Segregate And Rename Special Events Fund To Community Development Project Fund.

APPROVED:

Elizabeth Scott
Village Manager

BOARD ACTION: Motion By: _____ Seconded By: _____

Ordinance Number: _____ Resolution Number: _____

Comments:

THE VILLAGE OF UNIVERSITY PARK

WILL AND COOK COUNTIES, ILLINOIS

RESOLUTION

NUMBER _____

A RESOLUTION APPROVING AND AUTHORIZING TO RENAME THE SPECIAL EVENTS FUND TO COMMUNITY DEVELOPMENT PROJECTS FUND

JOSEPH E. ROUDEZ III, Mayor
DOROTHY R. JONES, MMC, Village Clerk

SHIRLEY A. BOLDING
THEAPLISE BROOKS
SONIA JENKINS-BELL
DONZELL FRANKLIN
KAREN L. LEWIS
JANELLE D. McFADDEN

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of University Park
on this the 25th day of October, 2022

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
TO RENAME THE SPECIAL EVENTS FUND TO
COMMUNITY DEVELOPMENT PROJECTS FUND**

WHEREAS, the Village of University Park, Will and Cook Counties (hereinafter referred to as the "Village") is a municipality duly organized and operating pursuant to the 1970 Illinois Constitution and laws of the State of Illinois;

WHEREAS, the Village is a "Home Rule Unit" under the 1970 Illinois Constitution, Article VII, Section 6; the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt;

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-2-1, the corporate authorities of each municipality may make all rules and regulations proper or necessary to carry into effect the powers granted to it;

WHEREAS, the Village's financial team including the Village Manager, Village Accountant and Village Auditor periodically review the Village's bank accounts and designated funds and make recommendations related thereto;

WHEREAS, to provide clarity the Village desires to rename the Special Events Fund and designate it as the Community Development Projects Fund to more accurately reflect that the fund contains designated funds to be used for various projects and enhancements throughout the Village which may include but not be limited to _____; and

WHEREAS, Corporate Authorities of the Village are of the opinion that it is in the best interests of the Village of University Park to rename the fund referenced herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois pursuant to the Village's "Home Rule Powers" as follows:

Section One - Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval

The Corporate Authorities of the Village of University Park hereby authorize the opening of the account designated as the METRA Parking Lot Fund Bank Account.

Section Three – Authorization and Direction

The Village Manager or her designee is hereby authorized to execute any and all documents to reflect the change in the fund name which may include but not be limited to any bank account or internal fund designation.

That the Village Manager, Finance Director, or their designee is further authorized and directed to make work with the Village's auditors to make the appropriate changes.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six – Effective Date

This resolution shall be in full force and effect from and after its passage and approval as provided by law.

Section Seven - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Eight – Conflict Clause

All resolutions, parts of resolutions and/ or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Nine – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Ten – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of University Park.

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Karen L. Lewis				
Donzell Franklin				
Shirley A. Bolding				
Janelle D. McFadden				
Sonia Jenkins-Bell				
Theaplise Brooks				
Joseph E. Roudez III				
TOTAL				

PASSED AND APPROVED by the Village of University Park Board of Trustees on the 25th day of October, 2022

Joseph E. Roudez III
Mayor

ATTEST:

Dorothy R. Jones, MMC
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTIES OF WILL AND COOK)

CLERK'S CERTIFICATION

I, Dorothy R. Jones, MMC do hereby certify that I am the duly elected and qualified Village Clerk in and for the Village of University Park, Will and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
TO RENAME THE SPECIAL EVENTS FUND TO
COMMUNITY DEVELOPMENT PROJECTS FUND**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on October 25, 2022 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Karen L. Lewis				
Donzell Franklin				
Shirley A. Bolding				
Jannele D. McFadden				
Sonia Jenkins-Bell				
Theaplise Brooks				
Joseph E. Roudez III				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of University Park, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of University Park as required in the Illinois Compiled Statutes 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of University Park, Will and Cook Counties, Illinois on the date set forth herein.

Dorothy R. Jones, MMC
Village Clerk

(SEAL)

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: DISCUSSION AGENDA

DOCKET NUMBER:5-1d:

A Resolution Designating The Village Manager As The TIF Administrator.

SUMMARY OF REQUESTED ACTION FOR THE COW MEETING OF: October 11, 2022

Presented For Discussion and Your Approval Is A Resolution Designating The Village Manager As The TIF Administrator.

This Item Was Tabled At The Last Regular Meeting Held September 27, 2022.

APPROVED:

Elizabeth Scott
Village Manager

BOARD ACTION: Motion By: _____ Seconded By: _____

Ordinance Number: _____ Resolution Number: _____

Comments:

THE VILLAGE OF UNIVERSITY PARK

WILL AND COOK COUNTIES, ILLINOIS

RESOLUTION

NUMBER _____

A RESOLUTION DESIGNATING THE VILLAGE MANAGER AS THE TIF ADMINISTRATOR

JOSEPH E. ROUDEZ III, Mayor
DOROTHY R. JONES, MMC Village Clerk

SHIRLEY A. BOLDING
THEAPLISE BROOKS
SONIA JENKINS-BELL
DONZELL FRANKLIN
KAREN L. LEWIS
JANELLE D. MCFADDEN

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of University Park
on this the 25th day of October, 2022

RESOLUTION NUMBER _____

**A RESOLUTION
DESIGNATING THE VILLAGE MANAGER AS
THE TIF ADMINISTRATOR**

WHEREAS, the Village of University Park, Will and Cook Counties, Illinois is a Municipal Corporation organized pursuant to the Laws of the State of Illinois;

WHEREAS, the Village of University Park is a home rule unit of local government 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;

WHEREAS, the Village of University Park has previously adopted a managerial form of municipal government that is subject to the requirements of Article 5 of the Illinois Municipal Code;

WHEREAS, pursuant to Village of University Park Code of Ordinances Title 6, Chapter 220 Section 220-02 the Mayor and Board of Trustees have previously appointed a Village Manager in the Village of University Park;

WHEREAS, the Village of University Park (hereinafter referred to as the "Village") currently has several TIF Districts and as a result of which is in need a TIF Administrator to properly administer the respective TIF Districts;

WHEREAS, the Village Board is interested in assigning to the Village Manager the responsibilities and duties of the Village's TIF District Administrator for all of the Village's TIF Districts; and

WHEREAS, it is the desire of the Mayor and Board of Trustees to assign the duties of the TIF Administrator to the Village Manager.

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

Section One - Recitals

The Corporate Authorities hereby find that all of the recitals stated above in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – TIF Administrator

The Board of Trustees hereby appoints the Village Manager, to assume the duties and responsibilities as the Village's TIF Administrator. The Village Manager shall receive no additional compensation for serving in the capacity as TIF Administrator. Should the Village Manager determine in his/her sole discretion that she/he is unable to perform the duties and responsibilities required herein, the Village Manager may appoint an individual to serve in said capacity, any compensation shall be determined and approved by the Village Board.

Section Three – Removal

The assignment provided for herein shall hereby terminate and remove Ernestine B. Beck-Fulgham as the TIF Administrator.

Section Four – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Five – Conflict Clause

To the extent that any resolutions, parts of resolutions or board actions are in conflict herewith the terms and conditions contained herein shall prevail.

Section Six - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Seven – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Eight – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of University Park.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote to follow:

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Shirley A. Bolding				
Theaplise Brooks				
Sonia Jenkins-Bell				
Donzell Franklin				
Karen L. Lewis				
Janelle D. McFadden				
Joseph E. Roudez III				
TOTAL				

PASSED AND APPROVED by the Village of University Park Board of Trustees on the 25th day of October, 2022:

Joseph E. Roudez III
Mayor

ATTEST:

Dorothy R. Jones, MMC
Village Clerk

STATE OF ILLINOIS)
)
) SS
COUNTIES OF WILL AND COOK)

CLERK'S CERTIFICATION

I, Dorothy R. Jones, MMC do hereby certify that I am the duly elected and qualified Village Clerk in and for the Village of University Park, Will and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. _____

**A RESOLUTION
DESIGNATING THE VILLAGE MANAGER AS
THE TIF ADMINISTRATOR**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on October 25, 2022 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Shirley A. Bolding				
Theaplise Brooks				
Sonia Jenkins-Bell				
Donzell Franklin				
Karen L. Lewis				
Janelle D. McFadden				
Joseph E. Roudez III				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of University Park, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of University Park as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of University Park, Will and Cook Counties, Illinois on the date set forth herein.

Dorothy R. Jones, MMC
Village Clerk

(SEAL)

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: DISCUSSION AGENDA

DOCKET NUMBER: 5-1e:

An Ordinance Amending The Village Zoning Code Of The Village Of University Park As It Relates To Solar Farms As A Special Use Within The Industrial District.

SUMMARY OF REQUESTED ACTION FOR THE COW MEETING OF: October 11, 2022

Presented For Discussion and Your Approval To Move Forward Is An Ordinance Amending The Village Zoning Code Of The Village Of University Park As It Relates To Solar Farms As A Special Use Within The Industrial District.

The Plan Commission Held A Public Hearing On this Item and recommended approval of the Petitioners request.

This Item Will Be Delivered Under Separate Cover.

APPROVED:

Elizabeth Scott
Village Manager

BOARD ACTION: Motion By: _____ Seconded By: _____

Ordinance Number: _____ Resolution Number: _____

Comments:

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: DISCUSSION AGENDA

DOCKET NUMBER: 5-1f:

An Ordinance Approving A Special Use To Operate A Solar Farm For The Property Located At 23301 South Central Avenue.

SUMMARY OF REQUESTED ACTION FOR THE COW MEETING OF: October 11, 2022

Presented For Discussion and Your Approval To Move Forward Is An Ordinance Approving A Special Use To Operate A Solar Farm For The Property Located At 23301 South Central Avenue.

The Plan Commission Held A Public Hearing On this Item and recommended approval of the Petitioners request.

This Item Will Be Delivered Under Separate Cover.

APPROVED:

Elizabeth Scott
Village Manager

BOARD ACTION: Motion By: _____ Seconded By: _____

Ordinance Number: _____ Resolution Number: _____

Comments: _____

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: DISCUSSION AGENDA

DOCKET NUMBER: 5-1g:

Presentation – Discussion Mr. Frank DiGiovanni – Laborer's Local 5.

SUMMARY OF REQUESTED ACTION FOR THE COW MEETING OF: October 11, 2022

Presented For Discussion Is Mr. Frank DiGiovanni – Laborer's Local 5.

APPROVED:

Elizabeth Scott
Village Manager

BOARD ACTION: Motion By: _____ Seconded By: _____

Ordinance Number: _____ Resolution Number: _____

Comments: _____