



Joseph E. Roudez III MAYOR

Dorothy R. Jones, MMC VILLAGE CLERK

BOARD OF TRUSTEES

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

Village Treasurer

Elizabeth Scott VILLAGE MANAGER

VILLAGE OF UNIVERSITY PARK BOARD OF TRUSTEES

May 17, 2023 7:00 p.m.

University Park Golf Club - 23520 Crawford Avenue University Park, Illinois

Visitors are always welcome to all public meetings of the Board of Trustees. To comment on an issue, persons wishing to speak will be called upon by the Mayor during Section D, 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

- A. CALL TO ORDER.
- B. ROLL CALL.
- C. PRESENTATION OF THE FLAG CRETE MONEE HIGH SCHOOL ROTC COLOR GUARD.
- D. GENERAL PUBLIC COMMENT.

General Public Comments Will Be Read Into The Minutes. This is a comment forum, and if response is necessary, Board members <u>may elect</u> to respond formally at the next regular Board meeting.

- E: NEW BUSINESS
- **E-1a:** A Resolution Of The Village Of University Park, Will And Cook Counties, Illinois Accepting and Declaring Results of Election Held April 4, 2023.
- **E-1b:** Swearing In Of Newly Elected Village Officials

RECESS & CHANGING OF THE GUARDS!!

- F: CALL TO ORDER
- G: ROLL CALL
- **E-2a:** Presentation Of Awards To Outgoing Trustees.
- **E-2b:** Resolution Honoring The Life And Service Of Mr. James Chambers.
- **E-2c:** First, Second, and Third Readings Ordinance Authorizing a Lease Agreement Between The Village Of University Park and Sheila Taylor d/b/a: Vibes, Inc. For Unit 34 Town Center Drive.
- **E-2d:** First, Second, and Third Readings Ordinance Granting of Permanent Easement To Monee Manhattan Road and Egyptian Trail. (Lighting Project).
- **E-2e:** A Resolution Authorizing Plat Of Dedication Variance To Allow McDonald For Drive Through Off Hamilton Avenue.
- F: ADJOURNMENT

AGENDA SECTION: SPECIAL MEETING AGENDA DOCKET #: E-1a:

and Declaring Results of Election Held April	rk, Will And Cook Counties, Illinois Accepting 4, 2023.
SUMMARY OF REQUESTED ACTION SPEC	CIAL MEETING OF: May 17, 2023
	Approval Is A Resolution Of The Village unties, Illinois Accepting and Declaring
APPROVED:	Elizabeth Scott Village Manager
BOARD ACTION: Motion By:Ordinance Number:Comments:	Resolution Number:

THE VILLAGE OF UNIVERSITY PARK

WILL AND COOK COUNTIES, ILLINOIS

RESOLUTION

NUMBER R2023-

A RESOLUTION OF THE VILLAGE OF UNIVERSITY PARK, WILL AND COOK COUNTIES, ILLINOIS ACCEPTING AND DECLARING RESULTS OF THE ELECTION HELD APRIL 4, 2023

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 17th day of May 2023

RESOLUTION NO. R2023 - RESOLUTION DECLARING RESULTS OF ELECTION

WHEREAS, on the 4th day of April 2023, there was held in and for the Village of University Park, Will and Cook Counties, Illinois, an election for the purpose of electing A Mayor, Village Clerk, and three Village Trustees, each to serve a four-year term;

WHEREAS, the said election has been regularly called and held as provided by the State of Illinois Consolidated Election Law, and the returns of said election, including the tally sheets, poll records, certificates of results, and other returns of said election have been filed with the Clerks of the Counties of Will and Cook, of the State of Illinois, and the returns are now before the Mayor and Board of Trustees, and the said Board is familiar therewith;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of University Park, Will and Cook Counties, Illinois, as follows:

Section 1: The election held on the 4th day of April 2023 was held in all respects as provided by law. Notice of said election was given by the Clerks of the Counties of Will and Cook, State of Illinois, and the Village Clerk by publishing the notice once in the Daily Southtown, which newspaper has general circulation within the Village of University Park. The judges appointed by the Clerks of the Counties of Will and Cook, State of Illinois, were duly sworn to perform their duties before the commencement of the said election. The returns of said election have been duly canvassed by the Cook and Will County Clerk's office and were filed with the Clerks of the Counties of Will and Cook, State of Illinois.

Section 2: The Mayor and Board of Trustees acknowledge and concur with the results of said election as presented in the abstract of election results as prepared by the Clerks of the Counties of Will and Cook, State of Illinois, which abstract indicates that the following votes were cast in each of the said precincts in favor of the following persons at said election:

<u>CRETE - PRECINCT 01</u> For Village Mayor – Four Year Term

Sonia Jenkins	(DEM)	21
Joseph E. Roudez, 111	(IND)	21*
Theaplise "Theo" Brooks	(IND)	25
BALLOTS CAST		67
OVER VOTES		0
UNDER VOTES		0

CRETE - PRECINCT 01 For Village Clerk- Four Year Term

Dorothy R. "Dee" Jones	(IND)	42*
Bernice O'Brien	(IND)	24
BALLOTS CAST		67
OVER VOTES		0
UNDER VOTES		1
CRETE - PRE		
<u>For Village Trustee –</u>	- Four Year Term	
Jewell Thompson	(IND)	32*
Gina L. Williams	(IND)	44*
Shirley A. Bolding	(IND)	22
Donna "Dilworth" Fulcher	(IND)	39*
Write-In		2
BALLOTS CAST		
OVER VOTES		0
UNDER VOTES		62
A CONTINUE TO SERVICE AND SERV	#"	
MONEE - PR		
<u>For Village Mayor – </u>	rour year term	
Sonia Jenkins	(DEM)	0
Joseph E. Roudez, 111	(IND)	0*
Theaplise "Theo" Brooks	(IND)	0
BALLOTS CAST		0
OVER VOTES		0
UNDER VOTES		0
MANUE DDE	CINICUT 04	
MONEE PRE		
For Village Clerk-	rour year term	
Dorothy R. "Dee" Jones	(IND)	0*
Bernice O'Brien	(IND)	0
BALLOTS CAST		0
OVER VOTES		0
UNDER VOTES		0

MONEE PRECINCT 01

For Village Trustee - Four Year Term

Jewell Thompson	(IND)	0*
Gina L. Williams	(IND)	0*
Shirley A. Bolding	(IND)	0
Donna "Dilworth" Fulcher	(IND)	0*
Write-In		0
BALLOTS CAST		0
OVER VOTES		0
UNDER VOTES		

MONEE - PRECINCT 2

For Village Mayor - Four Year Term

Sonia Jenkins	(DEM)	51
Joseph E. Roudez, 111	(IND)	78*
Theaplise "Theo" Brooks	(IND)	52
BALLOTS CAST	·	181
OVER VOTES		0
UNDER VOTES		8

MONEE - PRECINCT 2

For Village Clerk-Four Year Term

Dorothy R. "Dee" Jones	(IND)	102*
Bernice O'Brien	(IND)	71
BALLOTS CAST		181
OVER VOTES		0
UNDER VOTES		8

MONEE PRECINCT 02

For Village Trustee - Four Year Term

Jewell Thompson	(IND)	110*
Gina L. Williams	(IND)	103*
Shirley A. Bolding	(IND)	85
Donna "Dilworth" Fulcher	(IND)	87*
Write-In		5
BALLOTS CAST		181
OVER VOTES		0
UNDER VOTES		153

MONEE - PRECINCT 5 For Village Mayor – Four Year Term

Sonia Jenkins Joseph E. Roudez, 111 Theaplise "Theo" Brooks BALLOTS CAST OVER VOTES UNDER VOTES	(DEM) (IND) (IND)	91 99* 87 278 0 7
MONEE - PR For Village Clerk		
Dorothy R. "Dee" Jones Bernice O'Brien BALLOTS CAST OVER VOTES UNDER VOTES	(IND) (IND)	136* 135 278 0 7
<u>MONEE PRE</u> For Village Trustee -		
Jewell Thompson Gina L. Williams Shirley A. Bolding Donna "Dilworth" Fulcher Write-In BALLOTS CAST OVER VOTES UNDER VOTES	(IND) (IND) (IND) (IND)	144* 159* 104 102* 5 278 0 320
<u>MONEE - PR</u> <u>For Village Mayor –</u>		
Sonia Jenkins Joseph E. Roudez, 111 Theaplise "Theo" Brooks BALLOTS CAST OVER VOTES	(DEM) (IND) (IND)	112 111* 142 368

7

UNDER VOTES

MONEE - PRECINCT 7 For Village Clerk- Four Year Term

Dorothy R. "Dee" Jones Bernice O'Brien BALLOTS CAST OVER VOTES UNDER VOTES	(IND) (IND)	191* 167 368 1 7
MONEE PRE For Village Trustee -		·
	_	2004
Jewell Thompson Gina L. Williams	(IND)	209*
Shirley A. Bolding	(IND) (IND)	225* 150
Donna "Dilworth" Fulcher	(IND) (IND)	172*
Write-In	(IIID)	5
BALLOTS CAST		368
OVER VOTES		1
UNDER VOTES		7
DICUI MANAGINA	DDE CHAICE 40	
RICH TOWNSHIP		
<u> For Village Mayor – </u>	rour year Term	
Sonia Jenkins	(DEM)	7
Joseph E. Roudez, 111	(IND)	4
Theaplise "Theo" Brooks	(IND)	3
BALLOTS CAST		14
OVER VOTES		0
UNDER VOTES		0
RICH TOWNSHIP	- PRECINCT 38	
For Village Clerk-		
<u></u>	······································	
Dorothy R. "Dee" Jones	(IND)	9*
Bernice O'Brien	(IND)	3
BALLOTS CAST		14
OVER VOTES		0
UNDER VOTES		70

RICH TOWNSHIP - PRECINCT 38 For Village Trustee - Four Year Term

Jewell Thompson	(IND)	10*
Gina L. Williams	(IND)	6*
Shirley A. Bolding	(IND)	8
Donna "Dilworth" Fulcher	(IND)	5*
Write-In		0
BALLOTS CAST		14
OVER VOTES		0
UNDER VOTES		0

Section 3: The Mayor, Clerk and Board of Trustees find that the following named persons received the number of votes set opposite their names for the following office:

For Village Mayor - Four Year Term

Sonia Jenkins Joseph E. Roudez, 111 Theaplise "Theo" Brooks	(DEM) (IND) (IND)	327 400* 391
	For Village Clerk-Four Year Term	
Dorothy R. "Dee" Jones Bernice O'Brien	(IND) (IND)	600* 494
	For Village Trustee - Four Year Term	
Jewell Thompson	(IND)	616*
Gina L. Williams	(IND)	668*
Shirley A. Bolding	(IND)	455
Donna "Dilworth" Fulcher	(IND)	493*

Section 4: The Mayor, Clerk and Board of Trustees find from a canvass of the returns by the Will and Cook County Clerks of said election that the following total number of ballots were cast in each of the said precincts were 1,124 for Will County and 14 for Cook County.

NOW, THEREFORE, THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF UNIVERSITY PARK, WILL AND COOK COUNTIES, ILLINOIS, HEREBY PROCLAIMS AND DECLARES:

Joseph E. Roudez, III to be elected as Mayor of the Village of University Park for a term of four years;
<u>Dorothy R. "Dee" Jones</u> to be elected as Trustee of the Village of University Park for a term of four years;
Gina L. Williams to be elected as Trustee of the Village of University Park for a term of four years;
<u>Jewell Thompson</u> to be elected as Trustee of the Village of University Park for a term of four years;
<u>Donna "Dilworth" Fulcher</u> to be elected as Trustee of the Village of University Park for a term of four years;
ADOPTED by the Mayor and Board of Trustees of the Village of University Park, Will
and Cook Counties, Illinois this 17 th day of May 2023, pursuant to a roll call vote, as follows:
AYES:
NAYS:
ABSENT:
APPROVED by the Mayor of the Village of University Park, Will and Cook Counties,
Illinois on this 17 th day of May 2023.
Joseph E. Roudez III, Mayor
ATTEST:
Dorothy R. Jones, MMC Village Clerk

AGENDA SECTION: SPECIAL MEETING AGENDA DOCKET #: E-1b:

SWEARING-IN OF NEWLY ELECTED OF 2023.	TICIAL OF ELECTION HELD AFRIL 4,
SUMMARY OF REQUESTED ACTION SPEC	CIAL MEETING OF: May 17, 2023
Presented For Your Consideration And	Approval Are The Newly Elected
Village Officials As They are Sworn In	And Take The Oath Of Office For
A Four (4) Year Term As Declared From	m The Election Results of Election Held
April 4, 2023.	
APPROVED:	Elizabeth Scott Village Manager
BOARD ACTION: Motion By: Ordinance Number: Comments:	Seconded By: Resolution Number:

AGENDA SECTION: SPECIAL MEETING AGENDA DOCKET #: E-2a:

resentation Of Awards To Outgoing Ti	<u>rustees.</u>
UMMARY OF REQUESTED ACTION SPEC	CIAL MEETING OF: May 17, 2023
Presented Are Presentation Of Awards To	Outgoing Trustees.
APPROVED:	Elizabeth Scott Village Manager
BOARD ACTION: Motion By:	Seconded By: Resolution Number:

AGENDA SECTION: SPECIAL MEETING AC	GENDA DOCKET NUMBER: E-2b:
A Resolution Honoring The Life And Service	Of Mr. James Chambers.
SUMMARY OF REQUESTED ACTION SPEC	IAL MEETING OF: May 17, 2023
Presented For Your Consideration And App	roval Is A Resolution Of Condolence
Honoring The Life And Service Of Mr. James	
APPROVED:	Elizabeth Scott
	Village Manager
BOARD ACTION: Motion By: Ordinance Number:	_ Seconded By: Resolution Number:
Comments:	

"GO PLACIDLY AMID THE NOISE AND HASTE, AND REMEMBER WHAT PEACE THERE MAY BE IN SILENCE. AS FAR AS POSSIBLE WITHOUT SURRENDER, BE ON GOOD TERMS WITH ALL PERSONS"

Resolution Of Condolence Honoring The Life, Contributions And Memory Of Mr. James Chambers 1/17/1948 - 2/13/2023

WHEREAS, Mr. James Chambers moved to the Village of University Park (then Park Forest South) in the mid 1980's and immediately began to make his presence known by volunteering his time and talents wherever and whenever needed; and ultimately carved his name into the history of this community; and

WHEREAS, his passion was working with our youth and showing them how to become productive and valuable members of society and their community; and

WHEREAS, Mr. Chambers served many years on the Park and Recreation Committee during the tenue of Saundra Nunn. He chaperoned for several years at Hickory Elementary School (now Coretta Scott King Magnet School) at the Friday Night Youth Program Gym Nights. Saundra called him her reliable quiet man! James retired from Yoshino America in University Park's Industrial Park in 2018 after 30 years of employment. After his retirement he volunteered at Monee Township helping the Senior Committee, and helped with the Township's Thanksgiving and Santa Sack programs by carrying heavy bags to cars, as well as for the drive-up food distribution programs held the past 3 years of COVID.

WHEREAS, James Chambers met, and spent 35 years with Donna Dettbarn, they were married for 26 of those years.

WHEREAS, We believe that although the bell has rung on his earthly life, he may be physically gone, but never forgotten. And we know that the life he lived will forever speak for him, and

WHEREAS, We know that your hearts are heavy, that your pain, tears, and hurts are real; and while no words of ours can lessen your loss, please know that we loved him, and we grieve with you; and

NOW THEREFORE BE IT RESOLVED by the Mayor, Village Clerk, Board of Trustees, and residents of the Village of University Park that our condolence is extended to his wife and entire family in this great loss.

BE IT FURTHER RESOLVED that the Mayor, Village Clerk, and Board of Trustees of the Village of University Park deem it both befitting and appropriate to recognize the memory of Mr. James Chambers by officially adopting this resolution and placing it on file with the official records of the Village of University Park. And that this testimonial of condolence, duly passed, signed, and sealed is presented to his wife and his family as an expression of our heartfelt sympathy.

Approved and Adopted by the Mayor and Board of Trustees this 17th day of May, 2023.

	Joseph E. Roudez, III Mayor	
ATTEST:		

Dorothy "Dee" Jones, MMC,RMC Village Clerk

AGENDA SECTION: SPECIAL MEETING AGENDA DOCKET #: E-2c:

First, Second, and Third Readings – Ordinance Aut Village Of University Park and Sheila Taylor d/b/a	
SUMMARY OF REQUESTED ACTION SPEC	IAL MEETING OF: May 17, 2023
Presented For Your Consideration And App	proval Is An Ordinance Authorizing a Lease
Agreement Between The Village Of Univer	rsity Park and Sheila Taylor d/b/a: Vibes, Inc
For Unit 34 Town Center Drive.	
APPROVED:	Elizabeth Scott
	Village Manager
BOARD ACTION: Motion By:Ordinance Number:Comments:	_ Seconded By: Resolution Number:

LEASE OF COMMERCIAL PROPERTY

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is executed as of this day of May, 2023, by and between the Village of University Park, a municipal corporation whose principal place of business is located at 44 Town Center Drive, University Park, Illinois 60484, (hereinafter referred to as the "Lessor,") and Sheila Taylor d/b/a: Vibes, Inc. (hereinafter referred to as the "Lessee"). In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for the purposes only of operating a banquet facility on the premises located at 34 Town Center Drive, University Park, IL 60484-2800, referred to as the "Premises," together with the appurtenances thereto, for a four year (4) term with one four year option commencing on the date hereinabove set forth.

The parties agree as follows:

- 1. Lessee shall pay Lessor pursuant to the rent schedule set forth in Exhibit A for the Premises set forth herein, rent shall be payable in advance on the first day of each month. If the rent has not been paid by the fifth day of the month, a penalty of \$50.00 per day for each day thereafter shall apply and is declared to be so much additional rent to be added to the monthly rental for that month.
- 2. Lessee shall deposit \$900.00 with Lessor, which amount shall be held by Lessor as security for the full and timely performance by Lessee of the terms and conditions of this lease agreement. No interest shall be paid on the deposit. The security deposit shall be returned to Lessee at the expiration of this lease agreement provided that all the terms and conditions contained in this lease agreement have been fully performed by Lessee.
- 3. Lessee will pay, in addition to the rent above specified, all sewer and water, gas, telephone and electric light and power bills taxed, levied or charged on the Premises, real estate taxes, and liability insurance for and during the time for which this lease is granted, and in case said bills shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid are declared to be so much additional rent payable with the installment of rent next due thereafter.
- 4. Lessee shall not assign this lease without the prior written consent of the Lessor. If Lessee shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created as liquidated damages.
- 5. Lessee will not allow the Premises to be used for any purpose other than that herein specified, a distribution center. Lessee will not keep, use, or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the prior written permission of Lessor. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances.
- 6. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair, or improve the Premises, have been made by Lessor prior to or at the execution of this lease that are not herein expressed.

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

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

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

Lessee shall also maintain continually in force during the term of this lease or any extended term thereof a policy of public liability insurance (standard owners, landlords and tenants liability form) with a responsible insurance company, naming the Lessor as an additional insured, which policy shall contain limits of not less than Three Million Dollars (\$3,000,000.00) for injury or death to any one person and Three Million Dollars (\$3,000,000.00) in the aggregate for each occurrence, and One Hundred Thousand Dollars (\$100,000.00) for personal property damage. A copy of such policy or a certificate of insurance evidencing same shall be delivered to Lessors prior to the effective date of this lease, and any such policy shall contain a provision stating that no cancellation of such policy or any change in any provision thereof shall be effective unless Lessor is given at least ten (10) days' advance notice by the insurer under such policy. Lessee shall insure that Lessor is named as an additional party insured on all insurance policies described herein.

9. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

- 10. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to it or its property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near the Premises, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.
- 11. Any fixtures previously installed or installed after the date of Lease, are hereby considered part of the Premises, and shall remain for the benefit of Lessor upon termination of this lease, free of any liens. From the date of this lease, Lessee shall not attach, affix or exhibit except by prior written approval of Lessor, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the prior written consent of Lessor; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the prior written consent of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the prior written consent of Lessor, such locks, bolts and fixtures shall remain for the benefit of Lessor.
- 12. In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at its option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the lease hereby created shall terminate.
- 13. At the termination of this lease, Lessee will yield immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination, then Lessor may at its option within thirty days after termination serve written notice upon Lessee that such holding over constitutes either (a) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental, or (b) creation of a tenancy at sufferance, at a rental of five hundred (\$500.00) dollars per day for the time Lessee remains in possession. If no such written notice is served, then a tenancy at sufferance with rental as stated at (b) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

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

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

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

- 16. Lessee shall pay upon demand all Lessor's costs, charges, and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.
- 17. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.
- 18. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.
- 19. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- 20. The Lessee agrees that if in the future the Lessor desires to procure new mortgage financing on said premises that the Lessee shall execute such documents as may be required by the proposed mortgagee of said premises in order to facilitate such extension or refinancing, it being agreed, however, that the Lessee shall not be called upon to incur any personal liability with regard to the indebtedness to be secured by such mortgage, it being only required that the Lessee's interests in said premises be recognized as subject to the lien of the mortgage so to be placed on said property, and it being further agreed that no interest of the Lessee in said premises shall be defeated or terminated in the event of a default under such new mortgage if the Lessee is not in default under the terms of such lease.
- 21. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.
- 22. The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.
- 23. In any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be declared invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

Signed by the parties hereto as of the date	Signed by the parties hereto as of the date herein above set forth.			
Lessor:	Lessee:			
Village of University Park	Sheila Taylor			
Village Manager				
Attest:				
SUBSCRIBED and SWORN to before me this day of May, 2023	SUBSCRIBED and SWORN to before me this day of, 2023			
Notary Public	Notary Public			

This Lease may be signed by the Parties in counterparts and shall be as binding as if

signed together. Facsimile copies of the signed counterparts shall be deemed to be

authentic and valid as an original of this Lease.

24.

Exhibit A

Lessor and Lessee understand and agree that the Premises shall be used for commercial purposes including marketing and manufacturing of products, equipment, and services to the dental industry, if Lessor determines in Lessor's sole discretion that the Premises is not being utilized for the use designated herein Lessor shall notify Lessee in writing and Lessee shall immediately correct the issue. If Lessee fails to correct the issue within thirty (30) days of the written notice Lessor may terminate this Lease Agreement.

Rent Schedule

Rent shall be paid as follows:

- Lessee shall pay \$900.00 (nine hundred dollars and no cents) per month for the initial term of the lease agreement,
- Lessee shall have the option to extend the lease agreement for one additional one-year term upon 90 days written notice prior to expiration of the lease term. The lease amount for the option period shall be \$900.00 (nine hundred dollars and no cents) per month.

To the extent that any terms or conditions set forth in Exhibit A conflict with the Lease Agreement the terms and conditions as set forth in Exhibit A shall govern.

PERSONAL GUARANTEE

As a cor (\$10.00) dolla	irs, the	e sufficie	ution of this lea ency of wh e either the indi	ich is	acknowledg	ged as	in-hand	paid
or manager of guarantees con extensions there	the Les itained h	see of the erein, tha	e Lease, pers	onally gu	uarantees, in	addition	to the co	rporate
		-	conditions, _, personally ac	cept res	oonsibility for	all amou	nts due an	d owing
and hereby agre	ee that I	will perso	nally make any	and all	payments for	amounts	owing or	owed.
Dated:		_, 2020						
				Guar	antor of Less	200		
				Guai	antor or Less			
SUBSCRIBED a								
Notary Dublic						(SEA	AL)	
Notary Public								

AGENDA SECTION: SPECIAL MEETING AGENDA DOCKET #: E-2d:

First, Second, and Third Readings – Ordinance Gra Road and Egyptian Trail. (Lighting Project).	anting of Permanent Easement To Monee - Manhattar
SUMMARY OF REQUESTED ACTION SPEC	IAL MEETING OF: May 17, 2023
Presented For Your Consideration And App Easement To Monee - Manhattan Road and	proval Is An Ordinance Granting of Permanen Egyptian Trail. (Lighting Project).
APPROVED:	
	Elizabeth Scott Village Manager
BOARD ACTION: Motion By:Ordinance Number:	Seconded By: Resolution Number:
Comments:	

ORDINANCE	NO.	

VILLAGE OF UNIERSITY PARK

AN ORDINANCE APPROVING A PERMANENT EASEMENT GRANT TO MONEE-MANHATTAN ROAD EGYPTIAN TRAIL FOR THE PROPERTY AT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. SAID PART BEING FURTHER OWNED BY THE VILLAGE OF UNIVERSITY PARK

WHEREAS, the Village of University Park (the "Village") is a home rule municipality located in Will and Cook Counties, State of Illinois; and

WHEREAS, the Monee-Manhattan Road Egyptian Trail (Monee) has requested an Easement to enhance lighting in the area of Part Of The Northwest Quarter Of Section 21, Township 34 North, Range 13 East Of The Third Principal Meridian, In Will County, Illinois. owned by the Village and located in the Village of University Park; and

WHEREAS, the Monee has proposed an easement agreement (the "Easement Agreement") providing for the issuance of a permanent easement to provide enhanced lighting to the property located at Part Of The Northwest Quarter Of Section 21, Township 34 North, Range 13 East Of The Third Principal Meridian, In Will County, Illinois. and

WHEREAS, a copy of the Easement Agreement is attached to this Ordinance as Exhibit 1; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., as amended, authorizes units of local government to exercise, combine, transfer and enjoy jointly their powers, privileges or authority, and to enter into agreements for that purpose; and

WHEREAS, the Village has examined, discussed and reviewed the Easement Agreement and deems it fair and equitable and recommends the signing of the Easement Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of University Park, Will/Cook County, Illinois:

SECTION ONE. The Easement Agreement negotiated by the Village and the Monee is hereby approved by the Board of Trustees of the Village of University Park.

SECTION TWO. The Mayor and Clerk are authorized to sign the Easement Agreement and any other documents necessary for the effectuation of the Easement Agreement.

SECTION THREE. This Ordinance shall be in full force and effect from and after its adoption as provided by law.

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Karen L. Lewis				
Janelle D. McFadden				
Donna Fulcher				
Gina L. Williams				
Jewell Thompson				
Theaplise Brooks				
Joseph E. Roudez III				
TOTAL				

PASSED AND APPROVED by the 17th day of May, 2023:	ne Village of University Park Board of Trustees on the
ATTEST:	Joseph E. Roudez III Mayor
Dorothy R. Jones, MMC Village Clerk	<u></u>

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. R2023 – .

Adopted and approved by the Mayor and the Board of Trustees at an official meeting held on May 17, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Karen L. Lewis				
Janelle D. McFadden				
Donna Fulcher				
Jewell Thompson				
Gina L. Williams				
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 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.

Attested and filed in my office this 17th day of May, 2023.

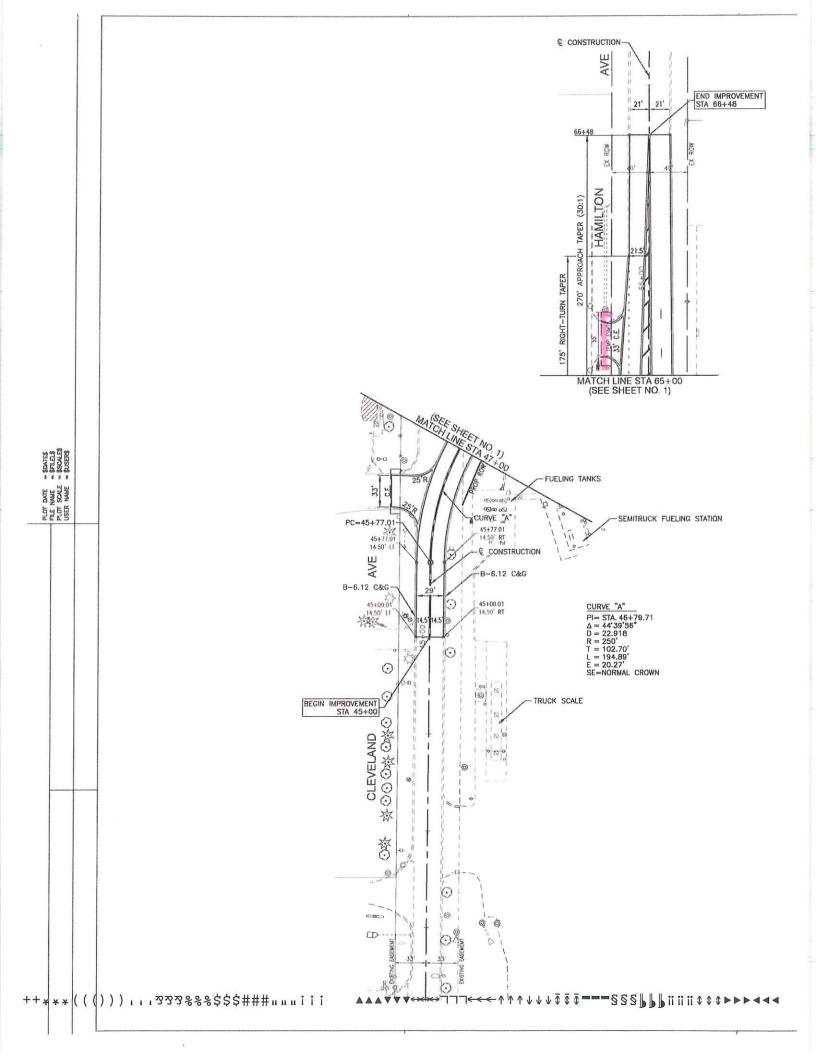
Dorothy R. Jones, MMC Village Clerk

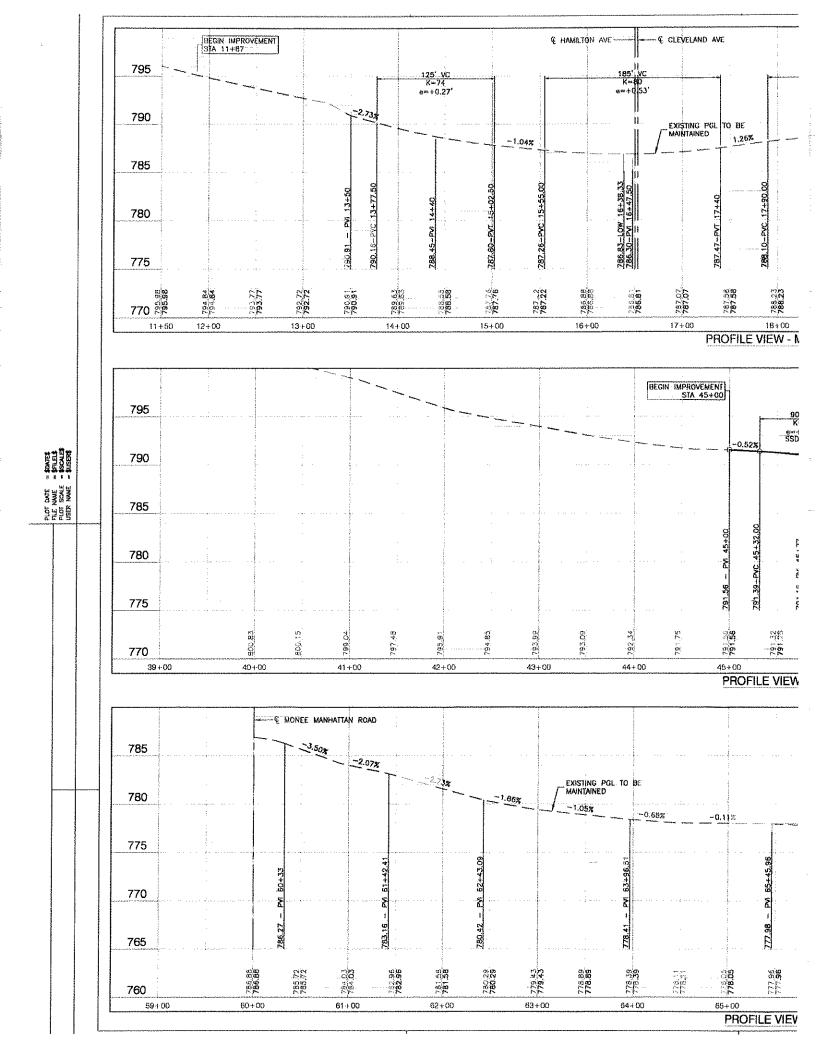
SIGNALIZED CAPACITY DESIGN ANALYSIS PROGRAM USED: VERSION: SIGNAL TYPE: ACTUATED AREA TYPE: NON-CED HCS 2010 6,5 NUMBER OF PHASES: (A.M.) 6 (P.M.) CYCLE LENGTH: (A.M.) 120 SEC. (P.M.) 120 SEC. PEAK HOUR FACTOR: P.M. 12.1 SECONDS A.M. 11.4 SECONDS INTERSECTION DELAY/LEVEL-OF-SERVICE LOS SOUTHBOUND (A) EASTBOUND (C) WESTBOUND (D) NORTHBOUND (B) MO TR LANE GROUP TR (SEE THIS SHEET) MATCH LINE STA 22+ NUMBER OF LANES 2040 30TH MAX. HOUR TRAFFIC (veh/h) 182 605 46 112 752 26 76 58 6 4 85 129 73 29 0 P.M. 82 692 74 58 908 21 BASE SATURATION FLOW RATE (veh/h) 1900 1900 1900 1900 1900 2000 1900 2000 1900 1900 2000 12 12 12 12 LANE WIDTH (FT) 12 12 12 12 12 12 12 VOLUME OF RIGHT TURN ON RED (veh/h) P.M. ٥ P.M. ΑM P.M. A.M. O P.M. A.M Đ A.M. PEDESTRIANS/HOUR (ped/h) A.M. Ø P.M. A.M. 0 P.M. 0 A.M. 0 P.M. ۵ A.M. 0 P.M. ARRIVAL TYPE LANE UTILIZATION ADJ. FACTOR 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 18.0 81.6 74.4 74.4 78.0 72.0 72.0 22.8 15.6 12.0 20.4 GREEN TIME (SECONDS) ₽.М. 76.8 73.2 73.2 74.4 70.8 70.8 26.4 27.6 13.2 16.6 22.6 0.13 0.17 0.65 0.60 0.60 0.19 0.15 0.10 GREEN RATIO (g/C) A.M. 0.68 0.62 0.62 0.19 0.61 0.61 0.62 0.59 0.59 0.22 0.23 0.11 P.M. 0.64 997 972 456 941 929 242 206 153 99 167 419 CAPACITY (c) 255 138 193 288 P.M. 282 951 918 393 981 973 294 0.457 0.349 0.258 0,438 0,438 0.330 0.297 0.041 0.042 0.535 A.M. 0.348 RATIO (X) P.M. 0.306 0.431 0.432 0.155 0.500 0.500 0.261 0.106 0.000 0.008 0.702 11 155 96 15 182 STORAGE QUEUE (FEET) AM 156 261 255 97 335 331 316 54 385 382 130 50 D 3 259 P.M. 100 328 7.3 43.4 45.9 46,3 48.7 46.3 LANE GROUP DELAY (SECONDS) A.M. 8.8 5.5 5,5 8.6 7.3 44.3 51.7 36.3 0.0 P.M. 9,9 6.9 6.9 9,5 8.4 8.4 39.4 D D D D D Α Α Α Α LANE GROUP LEVEL-OF-SERVICE A.M. Α Á N/A P.M. A A A D D Đ D A APPROACH DELAY (SECONDS/VEHICLE) A.M. 6.2 7.5 44.5 46.4 51.6 38.5 P.M. 7.2 8.4 A.M. A APPROACH LEVEL-OF-SERVICE A D D PHASE 5 YELLOW YELLOW YELLOW YELLOW YELLOW 띮 뒫 8 9 Ð CYCLE LENGTH 120 SEC. GREEN TIME IN SECONDS 71.9 3.0 2.0 6.0 0 0 TYPE SB-9.12 CONC MEDIAN MONEE MANHATTAN ~ \(\frac{1}{2} = \frac{1}{2} s - 0 db **€** CONSTRUCTION 'n BEGIN IMPROVEMENT STA 11+87 \$0 a O_X 0 NB PAMP FROM 1-57 180' LEFT-TURN STC 175' LEFT-TURN TAPER CURVE "B" TRAFFIC DATA CORVE B
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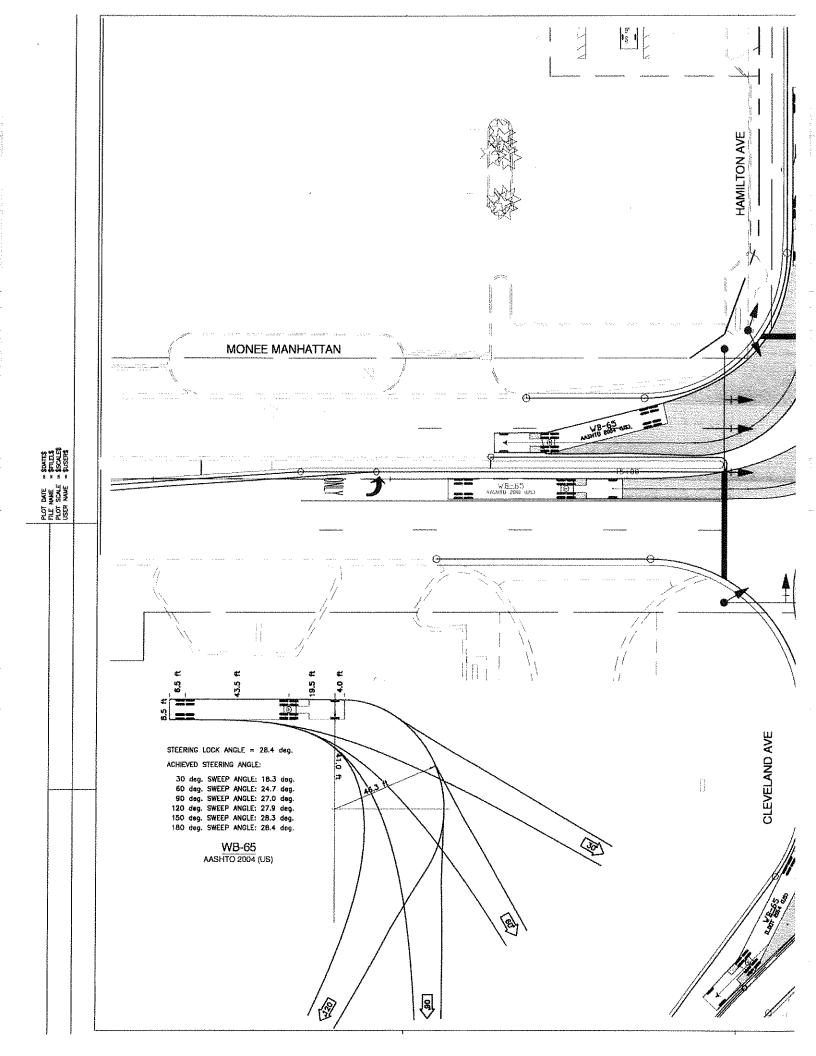
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D = 63.682
R = 90'
T = 37.279'
L = 70.686'
E = 7.415'
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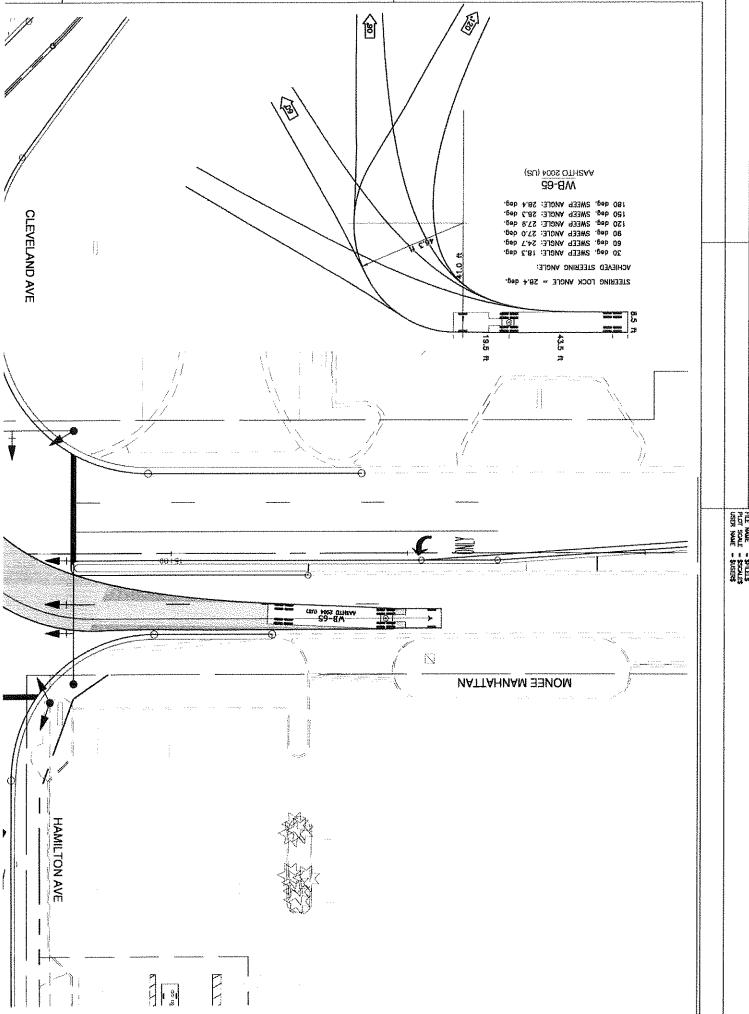
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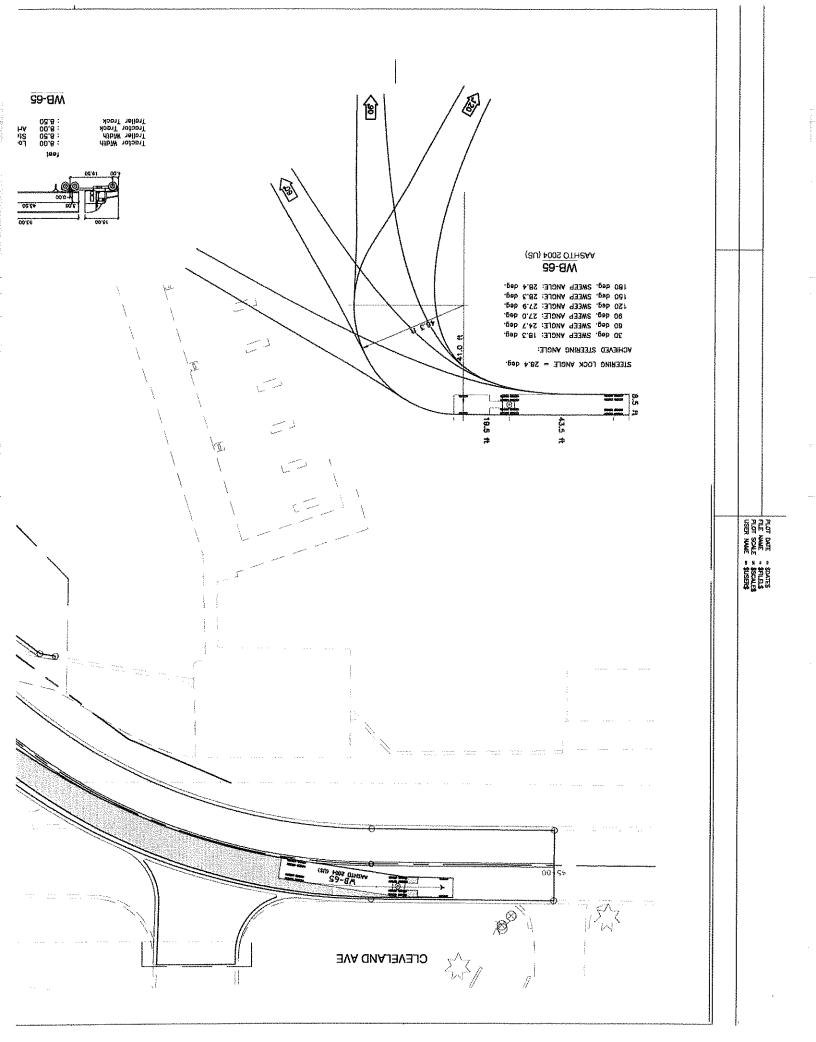








PLOT DATE - STATES
PLOT SCALE - STALES
PLOT SCALE - STALES
USER MANE - SUSERS



AGENDA SECTION: SPECIAL MEETING AG	GENDA DOCKET NUMBER: E-2e:
A Resolution Authorizing Plat Of Dedication Through Off Hamilton Avenue	Variance To Allow McDonald For Drive
SUMMARY OF REQUESTED ACTION SPEC	IAL MEETING OF: May 17, 2023
Presented For Your Consideration And A	Approval Is A Resolution Authorizing
Plat Of Dedication Variance To Allow	McDonald For Drive Through Off
Hamilton Avenue.	
APPROVED:	Elizabeth Scott
	Village Manager
BOARD ACTION: Motion By:	_ Seconded By: Resolution Number:
Ordinance Number:Comments:	Resolution Number.

THE VILLAGE OF UNIVERSITY PARK

WILL AND COOK COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2023 -

A RESOLUTION AUTHORIZING PLAT OF DEDICATION VARIANCE TO ALLOW MCDONALD FOR DRIVE THROUGH OFF HAMILTON AVE.

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

THEAPLISE BROOKS
KAREN L. LEWIS
JANELLE D. MCFADDEN
GINA L. WILLIAMS
JEWELL THOMPSON
DONNA FULCHER

Village Board

Published in pamphlet form by authority of the Mayor and the Board of Trustees of the Village of University Park on the 17^{TH} day of May 2023

RESOLUTION Number 2023 -

A RESOLUTION AUTHORIZING PLAT OF DEDICATION VARIANCE TO ALLOW MCDONALD FOR DRIVE THROUGH OFF HAMILTON AVENUE

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 Mayor and Bord of Trustees wish to dedicate variance to allow McDonalds a drive through off of Hamilton Avenue in the Village if University Park.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees as follows:

Section 1 – The Village of University Park shall dedicate a variance to allow McDonalds a drive through off of Hamilton Avenue in the Village of University Park.

Section 2 – Effective Date.

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 to follow:

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT		
Karen L. Lewis						
Janelle D. McFadden						
Donna Fulcher						
Jewell Thompson						
Gina L. Williams						
Theaplise Brooks						
Joseph E. Roudez III						
TOTAL						
PASSED AND APPROVED by the Village of University Park Board of Trustees on the 17 th day of May 2023:						
	Joseph E. Roudez III Mayor					
ATTEST:						
Dorothy R. Jones, MMC Village Clerk						

STATE OF ILLINOIS COUNTIES OF WILL AND COOK)))	SS				To the department of the second of
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. R 2023						
	A RESOLUTION A RESOLUTION AUTHORIZING PLAT OF DEDICATION VARIANCE TO ALLOW MCDONALD FOR DRIVE THROUGH OFF HAMILTON AVENUE					
Adopted and approved by the Mayor and the Board of Trustees at an official special meeting held on May 17, 2023 and that the vote on the motion for adoption was as follows:						
		YES	NO	ABSENT	PRESENT]
Karen L. Lewis						
Janelle D. McFadden						
Donna Fulcher						•
Jewell Thompson						
Gina L. Williams						
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 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.						
				(SEAL)		
Dorothy R. Jones, MMC Village Clerk				(Om/16)		

