



Village of
University Park

***VILLAGE OF UNIVERSITY PARK
BOARD OF TRUSTEES
Regular Meeting In-Person***

Tuesday, March 28, 2023

7:00 p.m.

90 Town Center Drive, University Park, Illinois

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

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 E, 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. PLEDGE OF ALLEGIANCE.**
- D. APPROVAL OF MINUTES**
- E. GENERAL PUBLIC COMMENT.**

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

F-1: UNFINISHED BUSINESS

None.

F-2: CONSENT AGENDA

F-2a: A Resolution Authorizing and Approving An Agreement With Cleo Downs Production Distribution Companies Relating To Lighting Project For Municipal Street Lighting.

F-2b: A Resolution Approving And Authorizing the Bass Group As Lobbyist.

F-2c: A Resolution Amending State of Illinois Enterprise Zone Modification (IGA) Ordinance.

F-2d: A Resolution Authorizing and Approving A Second Amendment To Terraco Incentive Agreement

F-2e: First, Second, and Third Readings – An Ordinance Authorizing and Approving A Long-term Lease Agreement for Units 38 & 40 between the Village of University Park and United Dental Resources Corporation

F-3: NEW BUSINESS

F-3a: Bills Payables

F-3b: Resolution Of Condolence Honoring Mr. James Chambers For His Contributions To The Village Of University Park

G: REPORTS OF THE MAYOR, BOARD OF TRUSTEES, VILLAGE CLERK, VILLAGE MANAGER, APPOINTED OFFICIALS, COMMITTEES, AND COMMISSIONS.

H: ANNOUNCEMENT OF SCHEDULED MEETINGS.

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

J: ADJOURNMENT.

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: APPROVAL OF MINUTES

DOCKET NUMBER: D

ITEM: Minutes of the Board of Trustees

SUMMARY OF REQUESTED ACTION FOR THE REGULAR MEETING OF: March 28, 2023

Attached For Your Consideration And Approval Are Minutes From The Regular In-person meeting held February 28, 2023; and Committee Of The Whole held March 14, 2023.

APPROVED:

Dorothy R. Jones

Dorothy R, Jones, MMC
Village Clerk

BOARD ACTION: Motion By: _____ Seconded By: _____

Ordinance Number: _____ Resolution Number: _____

Comments:

Minutes Of The Regular Meeting Of The Board Of Trustees For The Village Of University Park, Will And Cook Counties Illinois, Held Tuesday, February 28, 2023 At 90 Town Center Drive, University Park, Illinois 60484.

A. CALL TO ORDER

Mayor Roudez called this regular meeting of the Board of Trustees to order at 7:06 p.m.

B. ROLL CALL

Mayor:	Joseph E. Roudez III	Present
Trustees:	Karen L. Lewis	Present
	Donzell Franklin	Present
	Shirley A. Bolding	Present
	Janelle D. McFadden	Present
	Sonia Jenkins-Bell	Present
	Theaplise Brooks	Present

Also present were Economic Development Director Ernestine B. Beck Fulgham, Village Attorney Michel Castaldo, Jr., Communication Specialist Neva Jenkins, Village Collector Claudia Webb, Police Chief Dale Mitchell, Public Works Director Matthew Stacey, and Village Clerk Dorothy R. Jones.

C. PLEDGE OF ALLEGIANCE

Mayor Roudez led the audience in the Pledge of Allegiance To the Flag of The United States Of America.

D. APPROVAL OF MINUTES

Trustee Brooks moved, Trustee McFadden seconded a motion to approve the minutes of Regular meeting held January 24, 2023; Special In-person meeting held February 14, 2023, and Committee Of The Whole held February 14, 2023.

Ayes: Trustees Lewis, Franklin, Bolding, McFadden, Jenkins-Bell, Brooks, and Mayor Roudez.

Nays: None.

Absent: None.

Motion To Approve Minutes Carried.

E. GENERAL PUBLIC COMMENT

Ms. Gina Williams commented that she thanks the Police Department for daily checking on her daughter's house. She stated that she met with Chief Mitchell yesterday, and hopes that his plans for our kids safety will move forward. She also thanked the Village for the Water Relief Program, and asked if the money remaining for snow removal would be used to help residents pay other utility bills.

F-1: UNFINISHED BUSINESS

None.

F-2: CONSENT AGENDA

DOCKET NUMBER: F-2a – F-2h:

Trustee Lewis moved, Trustee Bolding seconded a motion to approve the following Consent Agenda as presented:

F-2a: First, Second, And Third Readings - An Ordinance Amending Part Eight Title Two, Chapter 808 Section 808-07 Of The Village Of University Park Code Of Ordinances. **Ordinance # O2023 – 04.**

F-2b: First, Second, And Third Readings - An Ordinance Authorizing A Lease Agreement for Unit #34 with Our Steps Are Ordered, NFP. **Ordinance#O2023 – 05**

F-2c: Resolution - 2023 TOD Plan. Robert Morris, Senior Analyst for RTA and Nicholas Pryor, Of SCB (Solomon Cordwell Buenz). **Resolution # R2023 - 05**

F-2d: Resolutions for MFT funds For Rock Salt 2019. **Resolution # R2023 - 06**

F-2e: Resolutions for MFT funds For Rock Salt 2020. **Resolution # R2023 - 07**

5-2f: Resolutions for MFT funds For Rock Salt 2021. **Resolution # R2023 - 08**

5-2g: Resolutions for MFT funds For Rock Salt 2022. **Resolution # R2023 – 09**

5-2h: Resolution Approving an Employment Agreement With Dale Mitchell As Chief of Police. **Resolution # R2023 – 10.**

Roll Call On Consent Agenda:

Ayes: Trustees Lewis, Franklin, Bolding, McFadden, Jenkins-Bell, Brooks, and Mayor Roudez.
Nays: None.
Absent: None.

Motion To Approve Carried.

F-3a: Bills Payable.

Trustee Lewis moved, Trustee Bolding seconded a motion to approve the following Bills Payables that the Village occurred from January 25, 2023 thru February 28, 2023. The following funds will be charged.

General Fund	\$ 755,947.73
Road and Bridge Fund	\$ 83,114.42
Town Center Fund	\$ 77,252.65
Capital Project Fund	\$ 66,233.72
Motor Fuel Tax Fund	\$ 13,282.05
TIF V Fund	\$ 5,840.84
TIF VII Fund	\$ 78.00
Payroll Fund	\$ 8,465.78
Total:	\$1,010,215.19

Ayes: Trustees Lewis, Franklin, Bolding, McFadden, and Mayor Roudez.
Nays: Trustees Jenkins-Bell, and Brooks.
Absent: None.

Motion To Approve Carried.

G: REPORTS OF THE MAYOR, BOARD OF TRUSTEES, VILLAGE CLERK, VILLAGE MANAGER, APPOINTED OFFICIALS, COMMITTEES, AND COMMISSIONS.

**Minutes Of Regular Meeting
Of The Board of Trustees**

February 28, 2023

Trustee Brooks congratulated Ms. Katrina Jones for her appointment as President of the Will County Mental Health Board. He also commented that Ms. MaryAnn Alexander has begun a project called "Rain The Pennies".

Trustee Franklin reported on an up-coming Peace March scheduled for March 11, 2023; A Mentoring Program for young ladies 7th thru 12th grades on April 15, 2023.

Public Works Director Stacey gave the following summary for the month of January report: Cleaned Village Parkways; Cleaned Village Town Center Area; Replaced seven Signs, and replaced 4 Flip Down Stop Signs; Cut down 2 dead trees; repaired 4 underground brakes for streetlights; replaced 6 Streetlight bulbs and 4 photocells; Cleaned METRA Parking Lots (East & West) weekly, and Public Works Mechanic serviced 3 police cars, and 6 snowplows. He also asked residents to put garbage out the night before pick-up any garbage and debris around their areas and call Public Works at (708) 534-4823.

Police Chief Dale Mitchell gave the following report:

- Responded to several shots fired and property damage calls for service investigations ongoing
- Responded to one Aggravated Battery call for service, investigation ongoing, victim is Improving
- Liaised with other law enforcement Partners for assistance with addressing shootings and violence, received assurances of assistance
- Changed patrol procedures to address shootings and violence
- Seeking surveillance partners to forward any surveillance of incidents to the police department
- Commenced process to hire additional officers, both Lateral and initial entry
- Met with landlords of problematic areas to seek solutions to problem tenants
- Gearing up the Crime Free Housing Program
- Preparing to integrate new squad cars into fleet upon arrival
- Conducting comprehensive review of the police department, it's facilities and equipment
- Meeting with community stakeholders to hear their concerns and develop community solutions

Village Clerk Dee Jones reported that Early Voting begins March 20th, and GSU is the polling place for University Park residents. The Offices to be voted for are Mayor, Village Clerk, and three Village Trustee Seats. All full 4-year terms. She urged all residents to Vote in the April 4th Consolidated Election.

Mayor Roudez reported that the Water Relief Program had been extended until April while funds last.

H. ANNOUNCEMENT OF SCHEDULED MEETINGS.

None Noted.

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

None.

J: ADJOURNMENT

Trustee Brooks moved, Trustee Bolding seconded a motion to adjourn this regular meeting of the Board of Trustee at 7:25 p.m.

Motion to Adjourn Carried by Unanimous Voice Vote.

Respectfully Submitted,

Dorothy R. Jones, MMC, Village Clerk

Request For Board Action

AGENDA SECTION: CONSENT AGENDA

DOCKET NUMBER: F-2a – F-2e:

F-2: CONSENT AGENDA

F-2a: A Resolution Authorizing and Approving An Agreement With Cleo Downs Production Distribution Companies Relating To Lighting Project For Municipal Street Lighting.

F-2b: A Resolution Approving And Authorizing the Bass Group As Lobbyist.

F-2c: A Resolution Amending State of Illinois Enterprise Zone Modification (IGA) Ordinance.

F-2d: A Resolution Authorizing and Approving A Second Amendment To Terraco Incentive Agreement

F-2e: First, Second, and Third Readings – An Ordinance Authorizing and Approving A Long-term Lease Agreement for Units 38 & 40 between the Village of University Park and United Dental Resources Corporation

SUMMARY OF REQUESTED ACTION REGULAR MEETING OF: March 28, 2023

Presented For Your Consideration and Approval Is The Consent Agenda.

These items were discussed at length at the Committee Of The Whole on March 14, 2023, and the concurrence of the Mayor and Board of Trustees was to move them forward for action at this regular meeting.

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: CONSENT AGENDA

DOCKET NUMBER: F-2a:

A Resolution Authorizing and Approving An Agreement With Cleo Downs Production Distribution Companies Relating To Lighting Project For Municipal Street Lighting.

SUMMARY OF REQUESTED ACTION REGULAR MEETING OF: March 28, 2023

Presented For Your Consideration And Approval Is A Resolution Authorizing and Approving An Agreement With Cleo Downs Production Distribution Companies Relating To Lighting Project For Municipal Street Lighting.

NOTE:

This Item Was On The COW Meeting Agenda Of March 14, 2023. The Consensus Of The Mayor And Board Was To Move Forward For Action At This Regular Meeting.

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
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF UNIVERSITY PARK AND
PRODUCTION DISTRIBUTION COMPANIES, INC.**

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 28th day of March, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF UNIVERSITY PARK AND
PRODUCTION DISTRIBUTION COMPANIES, INC.**

WHEREAS, the Village of University Park is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of University Park (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, Production Distribution Companies, Inc. (hereinafter referred to as "Company") is a full service _____;

WHEREAS, the Village is interested in _____; 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 enter into the attached agreement with the Production Distribution Companies, Inc. for the purposes 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 of Agreement

The Village hereby approves the agreement substantially in the form attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "Agreement").

Section Three - Authorization and Direction

The Village Manager is hereby authorized to execute the Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the Agreement, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

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 - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Agreement and of this Resolution.

Section Six - Waiver of Bidding Process

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Seven - 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 Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – 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 Twelve – 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
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 28th day of March, 2023:

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 THE EXECUTION OF
 AN AGREEMENT BY AND BETWEEN THE VILLAGE OF UNIVERSITY PARK AND
 PRODUCTION DISTRIBUTION COMPANIES, INC.**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on March 28, 2023 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)

Exhibit A
Agreement

DRAFT

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: CONSENT AGENDA

DOCKET NUMBER: F-2b:

A Resolution Approving And Authorizing the Bass Group As Lobbyist.

SUMMARY OF REQUESTED ACTION REGULAR MEETING OF: March 28, 2023

Presented For Your Consideration And Approval Is A Resolution Approving
And Authorizing the Bass Group As Lobbyist.

NOTE:

**This Item Was Discussed with Mr. Frank Bass Who Appeared By Zoom
and Phone Conference On March 14th COW Meeting. The Concurrence
Of The Mayor And Board Of Trustees Was To Move Forward For
Action At This Regular Meeting.**

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
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF UNIVERSITY PARK AND
FRANK BASS**

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 28th day of March, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF UNIVERSITY PARK AND
FRANK BASS**

WHEREAS, the Village of University Park is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of University Park (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, the Village has identified the need to retain a lobbyist and has engaged in discussions with Frank Bass (hereinafter referred to as the "Consultant") for said purpose; and

WHEREAS, Corporate Authorities of the Village of University Park are of the opinion that it is in the best interests of the health, welfare and safety of the residents of the Village to enter into the attached agreement with the Frank Bass for the purposes 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 of Agreement

The Village hereby approves the Agreement (hereinafter referred to as the "Agreement") substantially in the forms attached hereto and made a part hereof as Exhibit A.

Section Three - Authorization and Direction

The Village Manager is hereby authorized to execute the Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the Agreement, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

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 - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Agreement and of this Resolution.

Section Six - Waiver of Bidding Process

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Seven - 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 Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – 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 Twelve – 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
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 28th day of March, 2023:

Joseph E. Roudez III
Mayor

ATTEST:

Dorothy R. Jones, MMC
Village Clerk

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

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
 THE EXECUTION OF AN AGREEMENT BY AND BETWEEN
 THE VILLAGE OF UNIVERSITY PARK AND
 FRANK BASS**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on March 28, 2023 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.

(SEAL)

 Dorothy R. Jones, MMC
 Village Clerk

Exhibit A
Agreements

Lobbying/Consulting Contract

THIS PROPOSAL made as of February 15, 2023 between Frank Bass (the "Consultant") and The Village of University Park (the "Principal").

IN CONSIDERATION OF the mutual covenants, terms and Proposals herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Service. The Consultant shall, during the Term (as stated in section 3 "Term") provide the following services (the "Services") to the Principal:

- Work with the Principal to develop and implement a legislative strategy with the goal of obtaining funding within the FY 24 State Budget
- Perform lobbying services to support the Principal's legislative agenda,
- Provide an ongoing list of legislators contacted, those in need of contact, and their stand with the Principal Priorities
- Check-in weekly with the Principal per the agreement of Principal and the Consultant
- Advise Principal of relevant committee hearings in Springfield, and
- Advise/support Principal on data needed and information requests

Compensation. The Principal shall pay to the Consultant the total sum of \$18,000. The sum will be paid out in payments of \$1,500.00 per month. Services under this Proposal whether at the Principal's premises or elsewhere, or a proportionate share thereof for any period less than a day. The Principal shall reimburse the Consultant for all reasonable expenses authorized in advance by the Principal and incurred in connection with the Proposal.

Term. This Proposal shall commence on February 15, 2023 and shall remain in effect until February 14, 2024, (the "Term"). Notwithstanding the foregoing, this Proposal may be terminated at any time at the option of one party, upon the failure of the other party to comply with the covenants, terms, and agreements of this Proposal and upon notice of such failure to such other party.

Upon any termination of this Proposal, the Consultant shall deliver to the Principal all written or descriptive matter which has been developed, maintained or copied by the Consultant in furtherance this Proposal, or which may contain Confidential Information (as defined below), including, but not limited to drawings, files, lists, plans, blueprints, papers, documents, tapes or any other such media. The Consultant shall secure all such written or descriptive matter in locked files at all times to prevent their loss or unauthorized disclosure, and to segregate Confidential Information at all times from the material of others. In the event of loss or destruction of any such written or descriptive matter, the Consultant shall promptly notify the Principal of the particulars of the same in writing.

Confidential Information.

- A. For the purposes of the Proposal, the term "Confidential Information" means all information disclosed to, or acquired by, the Consultant, its employees or agents in connection with, and during the term of this Proposal which related to the Principal's past, present and future research, developments, systems operations and business

activities, including, without limiting the generality of the foregoing:

- i. all items and documents prepared for, or submitted to, the Principal in connection with the Proposal, and
 - ii. all information specifically designated by the Principal as confidential; iii. But shall not include any information which was known to the Consultant, its employees or agents prior to the date hereof, or which was publicly disclosed otherwise than by breach of this Proposal.
- B. The Consultant acknowledges that pursuant to the performance of its obligations under this Proposal, it may acquire Confidential Information. The Consultant covenants and agrees, during the Term and following any termination of this Proposal, to hold and maintain all Confidential Information in trust and confidence for the Principal and not to use Confidential Information other than for the benefit of the Principal. Except as authorized in writing by the Principal, the Consultant covenants and agree not to disclose any Confidential Information, by publication or otherwise, to any person other than those persons whose services are contemplated for the purposes of carrying out the Proposal, provided that such persons agree in writing to be bound by, and comply with the provisions of this paragraph. The Consultant shall obtain similar covenants and agreements to those contained in this paragraph for the benefit of the Principal from each of its employees or agents who are, or may be, exposed to Confidential Information.

Rights in Data

- A. All of the items prepared for or submitted to the Principal under this Proposal (the "Items") shall belong exclusively to the Principal. The Consultant hereby assign to the Principal the ownership of copyright in the Items and the Principal shall have the right to obtain and hold, in its own name, copyrights, registrations and similar protection which may be available in the Items. The Consultant shall give the Principal or its designees all assistance reasonably required to perfect such rights.
- B. To the extent that any pre-existing materials are contained in the Items, the Consultant grant to the Principal an irrevocable, no-exclusive, worldwide, royalty-free license to (1) use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepared derivative works based upon the Items and (ii) authorized others to do any, some or all of the foregoing.
- C. The Consultant shall have the right to publish any information resulting from its performance under the Proposal in a manner which preserves the Principal's copyright in the Items, after obtaining the Principal's prior written approval, which approval shall not be unreasonably withheld; provided that any such approval may be conditional upon reasonable alterations or deletions to ensure that Confidential Information is not published., The Consultant agree to delay publication of any invention which the Principal has decided to, or is in the process of deciding t, seek patent protection for a period not to exceed six(6) months from the date that such material is disclosed to the Principal for approval.
- D. No licenses or right is granted to the Consultant either expressly or by implication, estoppel or otherwise, to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of the Items, except preexisting materials of the Consultant, either during the term or after termination of this Proposal.

Warranties. The Consultant represents and warrants as follows:

- A. That it is under no obligations or restriction, nor will it assume any such obligation or restriction, which would in any way interfere or be inconsistent with, or present a conflict of interest concerning the services to be furnished by it under this Proposal.

- B. That all items delivered to the Principal pursuant to this Proposal are original and that no portion of such items, or their use or distribution, violated or is protected by any copyright or similar right of any third party.
- C. That any information disclosed by the Consultant to the Principal is not confidential and/or proprietary to the Consultant and/or any third party.

Trade Marks and Trade Names. Notwithstanding any other provision of this Proposal, the Consultant shall have not right to use the Trade Marks or Trade Names of the Principal or to refer to this Proposal or the Services, directly or indirectly, in connection with any product, services, promotion or publication without the prior written approval of the Principal.

Notices. All notices, requests, demands or other communications required by this Proposal or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, registered mail, return receipt requested, and addressed to the parties at their respective addresses set forth above or to such other address as may, from time to time, be designated by notice given in the manner provided in this paragraph. Any notice or communication mailed as aforesaid shall be deemed to have been given and received on the third business day following the date of its mailing. Any notice or writing delivered to a party hereto shall be deemed to have been given and received on the day it is delivered, provided that if such day is not a business day, then the notice or communication shall be deemed to have been given and received on the business day following such date.

Compliance with Laws. The Consultant agrees that it will comply with all applicable laws, ordinance, regulations and codes in the performance of its obligations under this Proposal, including the procurement of permits and certificates where required. The Consultant further agrees to hold harmless and indemnify the Principal against any loss or damage to include reasonable solicitor's fees that may be sustained by reason of the failure of the Consultant or its employees, agents or subcontractors to comply with such laws, ordinances, regulations and codes.

Entire Proposal. This Proposal sets forth the entire Proposal between the parties hereto in connection with the subject matter hereof. No alterations, amendment or qualification of this Proposal shall be valid unless it is in writing and is executed by both the parties hereto.

Severability. If any paragraph of this Proposal or any portion thereof is determined to be unenforceable or invalid by the decision of any court by competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Proposal, but the Proposal shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

Further Assurance. The parties hereto covenant and agree that each shall and will, upon reasonable request of the other, make, do execute or cause to be made, done or executed , all such further and other lawful acts, deeds, things, devise and assurance whatsoever for the better or more perfect and absolute performance of the terms and conditions of the this Proposal.

Successors and Assigns. The Consultant may subcontract the performance of a portion of the duties requested by the Principal at no cost to the Principal.

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

Relationships. The Consultant shall perform the Services as an independent contractor. Nothing contained in the Proposal shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the parties hereto or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. The Consultant also agree that it will not hold itself out as an affiliate of or partner, joint venture, co-principal or co-employer with the Principal, by reason of the Proposal and that the Consultant will not knowingly permit any of its employees, agents or representatives to hold themselves out as, or claim to be, officers or employees of the Principal by reason of the Proposal. In the event that the Principal is adjudicated to be a partner, joint venturer, co-principal or co-employer of or with the Consultant, the Consultant shall indemnify and hold harmless the Principal from and against any and all claims for loss, liability or damages arising therefrom.

Construction. In this Proposal, except as otherwise expressly provided, all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case required and the verb shall be read and construed as agreeing with the required word pronoun.

Headings. The division of this Proposal into paragraphs and the use of headings is for conveniences of reference only and shall not modify or affect the interpretations or construction of this Proposal or any of it provisions

Frank Bass

Representative of University Park, IL

Date

FRANK M. BASS

Voicemail: 773.263.7544

frankmbass@gmail.com

EDUCATION:

University of Illinois at Springfield, Lobbyist Certificate (2000)
DePaul University Masters In Public Policy
Mercer University Masters in Healthcare and Business Administration
Roosevelt University, Paralegal Certificate (1991)
Governors State University, Bachelors of Arts in Criminal Justice Administration (1989)

PROFESSIONAL EXPERIENCE:

Bass Group Inc - A Government Affairs / Political Affairs firm

Owner, January 2010 -- present

Monitors and tracks proposed legislation introduced before the Illinois General Assembly, which may affect the firm's clients. Worked closely with each client to determine each client legislative agenda, state funding goals, and which bills impact the client in a positive or negative manner.

Client list past and present

- **Chicago Teachers Union**
- **Interstate Gas Supply Inc**
- **Painters Union District Council 14**
- **City of Country Club Hills**
- **City of Markham**
- **City of Cairo**
- **Grow Your Own Teachers**
- **UCAN**
- **Strategic Human Services**
- **CASA of Cook County**
- **Harvey Park District**
- **Community Health and Emergency Services**
- **Teamsters Local 743**
- **Illinois Right to Life Action**
- **Decatur Memorial Hospital (2017-2019)**
- **Chicago Area Project (2014-2018)**
- **Illinois Family Institute (2013 - 2019)**
- **Ford Heights School District (District 169)**
- **Building Our Own Community (2015)**
- **One Nation Under God Foundation (2015)**
- **Braidwood Park District (2013)**
- **Reed Township Mosquito Abatement District (2013)**

COOK COUNTY BOARD OF COMMISSIONERS PRESIDENT OFFICE

Legislative Liaison, November 1999 – December 2010

Worked with the 3 different Cook County Board President's to develop short-term and long-term policy that impacts the residents and business community of Cook County. Identified and developed legislative agenda at the state level and the national level. Monitored and analyzed legislative trends at all levels of government to determine its impact on the County, the County Health and Hospital System (the largest public health system in the United States) and other County elected offices (5). Represent the President at public and private meetings with elected officials, community groups, businesses, and associations. Work with the President's legislative team to review research and/or track legislation at the local, State and Federal level. Participates and assists in the development of other confidential papers and reports. Responsible for creating and finalizing 9 Cook County Budgets (3 Billion annually)

Provident Hospital of Cook County

Scheduler/Dispatcher, September 1993 - June 1997

Responsible for the development, coordination, maintenance and implementation of the Radiology Patient scheduling system. Worked closely with Radiologist in regards to Radiographic film and reports.

Dekalb Medical Center, Decatur Georgia

Radiology Scheduler/ Dispatcher and Insurance Verification June 1997 - November 1999

Responsible for the scheduling and receiving verification of insurance approval of radiographic procedures including procedures considered urgent.

SKILLS, KNOWLEDGE & ABILITIES

- Policy analysis, interpretation of law, and perform legal research
- Very strong relationships with individuals in state and local government
- Project development, planning and implementation
- Personnel management, mentoring and deployment
- Finance and budget management
- Adept in government intra-relationship, infrastructure and procedural practices
- Understanding the strategic and tactical opportunities when they arise
- Discipline to assess, evaluate potential opportunity and threats
- Ability to work across internal disciplines with respect to their departmental protocol
- Ability to monitor public relations and media; monitor trends and political-competitive landscape
- Ability to prioritize big picture ideas and execute into tangible actions.
- Strong work ethic with commitment to high-energy performance, quality and service excellence.
- Strong background in working with Hospitals, Government Agencies, Public Utilities, and Unions
- Strong familiarity in health policy issues such as Medicare and Medicaid regulations, state insurance, charity care and Managed Care Organization

ACCOMPLISHMENTS

2000 - 2022

- Obtain a total of \$100 million in bonding authority for the Cook County Forest Preserve, Brookfield Zoo and Chicago Botanical Gardens.
- Obtain funding for the remodeling of Chicago's Soldiers Field
- Worked on legislation for making Illinois a Smoke Free State
- Passed legislation for mandatory STD testing and information on sexually transmitted disease for inmates at Cook County Jail
- Funding for Helicopter Pad for John Stroger Jr. Hospital 500,000.00
- Creating the Cook County Administrative Adjudication Office
- Creating the Office of Homeland Security of Cook County
- Obtained \$700 million to the Cook County Health and Hospital System (2000-2010)
- Chicago Area Project 5.7M annually for 4 years (2014 - 2018)
- Grow Your Own Teachers 1.5M annually the last 4 years (2014-2018)
- Grow Your Own Teachers 2.4M annually the last 3 years (2018-2022)
- Historically Disadvantage Male Initiative 1m (2021-2022)
- City of Cairo 3M (2018)
- Black Chamber of Commerce of Illinois 1.5M (2018)
- African American Family Commission 750k (2017)
- City of Markham 1.65M (2018)
- Funding a Health Care Center in Cairo Illinois 3.5M (2021)
- Cairo Port Authority 40m (2019)
- Garfield Park Little League 50,000 (2021)
- Garfield Park Little League \$750,000 (2021)
- City of Markham 2m (2020)
- City of Country Club Hills 2.1m (2020)
- \$4m for the Village of Robbins for infrastructure improvements (2022)
- \$60m for SIMPCO for preventive health care in Illinois
- Passed legislation that helped Chicago Teachers get almost the same bargaining rights as other teachers in Illinois
- Passed legislation that helps parents fully understand the lottery system for potential Charter School students
- HB 207/P.A. 93-104 An advanced practice nurse with approval from a physician may screen a child for lead poisoning
- HB 1530/P.A. 93-165 Mercury Fever Thermometers are not allowed to be distributed in the maternity ward of a hospital or in new baby packs to patients, there are also other prohibitions included in the law.
- SB 1407/ P.A. 93-391 Allows Clerks of the Courts to accept credit cards over the internet
- SB 2583/ P.A. 93-820 Provides for relinquishment of a newborn infant at a police station
- SB 75/ P.A. 94 -118 Creates the Rental Housing Support Program, allows low income tenants to receive a grant from the Illinois Housing Development Authority to assist in paying rent.
- SB 511/ P.A. 94 -614 Creates the Mercury-Free Vaccine Act, bans mercury vaccines.
- SB 2654/ P.A. 94-1050 Dissolves the Suburban Cook County Tuberculosis Sanitarium District

- HB 236/ P.A. 95-194 Transfers control of the Cook County Juvenile Detention Center from the Cook County Board President to the Cook County Chief Judge Office
- Effective in maintaining Disproportionate Share Hospital (DSH) funding for Cook County Health Systems
- Assisted State of Illinois Department of Healthcare and Family with Medicaid legislation on the state and federal level
- HB 2908/ P.A. 102-0177 Creates Elected Representative School Board for Chicago Public Schools
- SB 1784 Elected School Board Trailer Bill, With CPS reporting another round of predictable enrollment losses, this bill protects our school communities from the inevitable calls for more racist school closings. The bill also clarifies when the new elected school board maps need to be drawn, when a required financial review of CPS must be completed, and that the new elected board members will not be paid.
- Passed legislation to help expand Grow Your Own Teachers' program to allow high school students take classes in Education in order to encourage them to become teachers.
- Passage of SB 2408/ P.A. 102-0662 CEJA – Climate and Equitable Jobs Act

REFERENCE UPON REQUEST

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: CONSENT AGENDA

DOCKET NUMBER: F-2c:

Resolution and Ordinance State of Illinois Enterprise Zone Modification (IGA)

SUMMARY OF REQUESTED ACTION REGULAR MEETING OF: March 28, 2023

Presented For Your Consideration And Approval Is An Amended Map, Ordinance and IGA Related To The Amended Enterprise Zone Between The Village of University and Other Participating Communities.

NOTE: THIS ITEM WAS DISCUSSED AT THE COW MEETING OF MARCH 14, 2023, AND THE CONCURRENCE WAS TO MOVE FORWARD AT THIS REGULAR MEETING FOR ACTION.

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
THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT FOR
THE MAINTENANCE, OPERATION AND
GOVERNING OF AN ENTERPRISE ZONE**

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

SHIRLEY A. BOLDING
SONIA JENKINS-BELL
DONZELL FRANKLIN
THEAPLISE BROOKS
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 28th day of March, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT FOR
THE MAINTENANCE, OPERATION AND
GOVERNING OF AN ENTERPRISE ZONE**

WHEREAS, the Village of University Park is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of University Park (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

WHEREAS, the Intergovernmental Corporation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

WHEREAS, the Corporate Authorities of the Village of University Park have determined that it is in the best interests of this unit of local government and its residents to enter into an Intergovernmental Agreement pertaining to the Village's participation in an enterprise and the related maintenance, operation and governing of said enterprise zone; and

WHEREAS, the Corporate Authorities of the Village of University Park have determined that entering into the Intergovernmental Agreement is in the best interests of the health, safety and welfare of the residents of the Village of University Park.

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 of Intergovernmental Agreement

The Corporate Authorities of the Village of University Park hereby approves the Intergovernmental Agreement substantially in the form attached hereto and made a part hereof as Exhibit A and directs the Village Manager or her designee to negotiate final terms, if any, with the advice of the Village Attorney.

Section Three – Authorization and Direction

The Village Manager hereby authorized, empowered and directed to sign, the Intergovernmental Agreement presented herein and any finally negotiated terms as set forth therein.

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 - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreement and of this resolution.

Section Six - 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 Seven – Conflict Clause

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

Section Eight – 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 Nine – Effective Date

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

Section Ten - Publication

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

Section Twelve – Recording

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

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				
Sonia Jenkins-Bell				
Donzell Franklin				
Theaplise Brooks				
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 28th day of March, 2023:

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
 THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR
 THE MAINTENANCE, OPERATION AND GOVERNING OF AN ENTERPRISE ZONE**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on March 28, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Shirley A. Bolding				
Sonia Jenkins-Bell				
Donzell Franklin				
Theaplise Brooks				
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)

Exhibit A
Intergovernmental Agreement

**XX-XXX
ORDINANCE**

**AN ORDINANCE FOR THE ESTABLISHMENT OF AN ENTERPRISE ZONE SUBJECT
TO THE ENTERPRISE ZONE ACT OF THE STATE OF ILLINOIS.**

WHEREAS, the State of Illinois Enterprise Zone Act (20 ILCS 655/1 et seq) provides for the creation of enterprise zones to encourage private sector investments in economically distressed areas throughout the State; and

WHEREAS, The Village of Matteson, The Village of Park Forest, The Village of Richton Park, The Village of University Park, The County of Cook, and The County of Will are organized and existing under the laws of that State of Illinois. Each have areas within their respective legal boundaries that are economically distressed and would benefit from private sector investments under the Enterprise Zone Act; and

WHEREAS, the aforesaid Municipalities and Counties have joined in the collective pursuit of a joint Enterprise Zone, subject to approval of their respective governing bodies; and

WHEREAS, it is determined that it is in the best interest of the citizens of the Counties and Municipalities to establish an Enterprise Zone and encourage private sector investments within said Enterprise Zone; and

WHEREAS, prior to filing of an application for approval of the designation of an Enterprise Zone under the Illinois Enterprise Zone Act, it is required that the Counties and Municipalities adopt an Ordinance designating the proposed Enterprise Zone.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 14 Community Development Article V Will-Cook Enterprise Zone, Sections 14-49 through 14-57 of the Cook County Code is hereby enacted as follows:

ARTICLE V. WILL-COOK ENTERPRISE ZONE

Sec. 14-49. Establishment of enterprise zone and enterprise zone designation.

In accordance with the Enterprise Zone Act (20 ILCS 655/1 et seq.), the Board of Commissioners hereby establishes an Enterprise Zone in cooperation with the Village of Matteson, the Village of Park Forest, the Village of Richton Park, the Village of University Park, the County of Cook and the County of Will. Each have areas within their respective legal boundaries that are economically distressed and would benefit from private sector investments under the Enterprise Zone Act. This Enterprise Zone is hereby declared and established pursuant to authority granted by the Illinois Enterprise Zone Act, as amended. The Enterprise Zone is named and designated as the Will-Cook Enterprise Zone; said Enterprise Zone is further subject and contingent on approval by the Illinois Enterprise Zone Board and certification by the Illinois Department of Commerce and Economic Opportunity.

Sec. 14-50. Term.

The term of the Enterprise Zone is 15 years, subject to the effective date of certification of the Enterprise Zone and the potential ten (10) year renewal prescribed under the Illinois Enterprise Zone Act.

Sec. 14-51. Description of zone.

The area of the designated Enterprise Zone is described in the legal description in Exhibit A and as outlined in the map in Exhibit B, which exhibits are attached to this Ordinance and incorporated herein by reference.

Sec. 14-52. Qualifications.

The County and the Municipalities hereby declare and affirm that the Zone Area is qualified for designation as an Enterprise Zone in accordance with the provisions of the Act, as described herein:

- (a) The Zone Area is a contiguous area;
- (b) The Zone Area comprises an area larger than one-half square miles and not more than fifteen (15) square miles in total area;
- (c) The Zone Area is a depressed area;
- (d) The Zone Area addresses a reasonable need to encompass portions of more than one (1) municipality and adjacent unincorporated areas of the County;
- (e) The Zone Area exceeds the minimum requirement of meeting three (3) of the ten (10) criteria specified in the Illinois Enterprise Act (2011LCS 655/4 (f));
- (f) A public hearing was conducted pursuant to a notice duly published in a newspaper of general circulation, within the Zone Area, not more than twenty (20) days nor less than five (5) days before the hearing date; and
- (g) The Zone Area satisfies any additional criteria stated in the Illinois Enterprise Zone Act or established by the Rules of the Illinois Department of Commerce and Economic Opportunity.

All of the above stated Findings are supported, sustained and consistent with the substantive materials contained in Exhibit C, attached here to, and incorporated herein by reference.

Sec. 14-53. Incentives.

The State of Illinois, Counties and Municipalities offer incentives designed to encourage businesses in the private sector to locate or expand within an Enterprise Zone, subject to terms, conditions, rules and legal limitations in the law:

(a) State Incentives.

- 1. *Sales Tax Exemption.* A 6.25 percent state sales tax exemption is permitted on building materials to be used in an Enterprise Zone. Materials must be permanently affixed to the property and must be purchased from a qualified retailer.

2. *Enterprise Zone Machinery and Equipment Consumables/Pollution Control Facilities Sales Tax Exemption.* A 6.25 percent state sales tax exemption on purchases of tangible personal property to be used in the manufacturing or assembly process or in the operation of a pollution control facility within an Enterprise Zone is available. Eligibility is based on a business making an investment in an Enterprise Zone of at least \$5 million in qualified property that creates a minimum of 200 full-time-equivalent jobs, a business investing at least \$40 million in a zone and retaining at least 2,000 jobs, or a business investing at least \$40 million in a zone which causes the retention of at least 80 percent of the jobs existing on the date it is certified to receive the exemption.
3. *Enterprise Zone Utility Tax Exemption.* A state utility tax exemption on gas, electricity and the Illinois Commerce Commission's administrative charge and telecommunication excise tax is available to businesses located in Enterprise Zones. Eligible businesses must make an investment of at least \$5 million in qualified property that creates a minimum of 200 full-time equivalent jobs in Illinois, an investment of \$20 million that retains at least 1,000 full-time-equivalent jobs, or an investment of \$175 million that creates 150 full-time equivalent jobs in Illinois. The majority of the jobs created must be located in the Enterprise Zone where the investment occurs.
4. *Enterprise Zone Investment Tax Credit.* A state investment tax credit of 0.5 percent is allowed a taxpayer who invests in qualified property in a Zone. Qualified property includes machinery, equipment and buildings. The credit may be carried forward for up to five years. This credit is in addition to the regular 0.5 percent investment tax credit, which is available throughout the state, and up to 0.5 percent credit for increased employment over the previous year.
5. *Contribution Deduction.* Businesses may deduct double the value of a cash or in-kind contribution to an approved project of a Designated Zone Organization from taxable income.

(b) Local Incentives and Fees.

Local governments, through the assistance and coordination of the Enterprise Zone Administrators, may provide a variety of local incentives to further encourage economic growth and investment within enterprise zones. The incentives offered are determined by counties and municipalities. The following local Enterprise Zone incentives are hereby offered:

1. Abatement of 50% of the municipal portion of property taxes on industrial or commercial properties developed through projects of new building construction or building rehabilitation leading to reoccupation, in which the cost of building construction materials exceeded \$50,000, for the first five (5) years following the completion of these building developments. This benefit will not be applicable if the project investor is also the recipient of tax relief for this property under the terms of a Tax Increment Finance (TIF) agreement or other substantial property tax abatement provided by a unit of local government.
2. Waiver of 50% of building permit or zoning application fees for projects of industrial or commercial building construction or rehabilitation in which the cost of building construction materials will exceed \$50,000.
3. The Enterprise Zone will make available to the project developer, and other interested individuals, certain written documentation and materials relative to additional incentives, including public or not-for-profit financing and workforce development programs. There is no representation that the available documents and materials include all incentives and programs available to the project.

The Zone Administrator shall file a copy of the Enterprise Zone's fee schedule with the Department of Commerce and Economic Opportunity by April 1 of each year. The Zone Administrator may charge up to 0.5% (one half of one percent) of the cost of building materials of the project associated with the Enterprise Zone, provided that a maximum fee of no more than \$50,000 is permitted (20 ILCS 655/8.2 (c)).

Sec. 14-54. Zone administrator.

The Zone Administrator is responsible for the day-to-day operation of the Enterprise Zone including: Supervise the implementation of the provisions of this Intergovernmental Agreement and the Illinois Enterprise Zone Act.

(a) Act as a liaison between the Counties, Municipalities, the Illinois Department of Commerce Economic Opportunity, Designated Zone Organizations, and other State, Federal and local agencies, whether public or private.

(b) Conduct an ongoing evaluation of the Enterprise Zone Programs and submit evaluative reports at least annually to the Council.

(c) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.

(d) Recommend qualified Designated Zone Organizations to the Council.

(e) Have other such duties as specified by the Council, including the appointment of authorized personnel as appropriate, to ensure the smooth operation of the Enterprise Zone.

Sec. 14-55. Intergovernmental agreement.

The Enterprise Zone shall be governed, managed and operated in accordance with the Intergovernmental Agreement between the County (s) and Municipalities as set forth in Exhibit D, which is attached hereto and incorporated into this Ordinance, by reference. The attached Intergovernmental Agreement (Exhibit D) was presented to the legislative body of Cook County and its attorney for review. The President is hereby authorized to execute this Agreement, on behalf of the County of Cook. Further, the President or his or her designee is authorized to sign all documents reasonably necessary in the furtherance of the Joint Application for said Enterprise Zone, to be filed with the Illinois Department of Commerce and Economic Opportunity.

Sec. 14-56. Severability.

This Ordinance and every provision thereof shall be considered severable and the invalidity of any section clause, paragraph, sentence or provision of this Ordinance will not affect the validity of any other portion of this Ordinance.

Sec. 14-57. Publication and effective date.

Cook County is hereby authorized to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect from after its passage, approval and publication as required by law.

Effective date: This Ordinance shall be in effect immediately upon adoption.

Approved and adopted this ___ day of March 2023.

Mayor

(SEAL)

Attest: _____
Village Clerk

EXHIBIT D

AN INTERGOVERNMENTAL AGREEMENT

BETWEEN

The Village of Matteson, The Village of Monee, The Village of Park Forest, The Village of Richton Park, The Village of University Park, The County of Cook, and The County of Will.

WHEREAS, the aforesaid Villages and Cities are Municipalities organized and existing under the laws of the State of Illinois (the "Municipalities") and the Counties of Cook and Will (the "Counties") are bodies politic and corporate organized and existing under the State of Illinois Constitution and Statutes of the State; and

WHEREAS, the State of Illinois Enterprise Zone Act (20 ILCS 655/1 et seq.) provides for the creation of enterprise zones to encourage private sector investments in economically distressed areas throughout the State; and

WHEREAS, The Parties have areas, within their respective legal boundaries, that are economically distressed and would benefit from private sector investments under the Enterprise Zone Act; and

WHEREAS, it is determined that it is in the best interest of the citizens of the Municipalities and Counties to establish an Enterprise Zone and encourage private sector investments within said Enterprise Zone; and

WHEREAS, the aforesaid Municipalities and Counties have joined in the collective pursuit of the creation of an Enterprise Zone, by approval of their respective governing bodies; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5ILCS, Section 220/1 et seq, authorize counties and municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, Counties and Municipalities are empowered to contract for the purposes set forth therein; and

WHEREAS, the Municipalities and Counties have declared and established an Enterprise Zone pursuant the authority granted by the Illinois Enterprise Zone Act, as amended, subject to the approval by the Illinois Enterprise Zone Board and certification by the Illinois Department of Commerce and Economic Opportunity. This Enterprise Zone is named and designated as the "Will-Cook" Enterprise Zone; and

WHEREAS, the term of the Enterprise Zone is 15 years, subject to the effective date of January 1 of the first calendar year after certification by the Department of Commerce and Economic

Opportunity and the potential 10-year renewal enumerated in the Illinois Enterprise Zone Act; and
WHEREAS, the designated Enterprise Zone Area is outlined in the map in **EXHIBIT A** and its boundaries are delineated in the legal description provided in **EXHIBIT B**, which exhibits are attached to this Intergovernmental Agreement and incorporated herein by reference;

WHEREAS, the Zone area exceeds the minimum requirement of meeting 3 of the 10 criteria specified in the Illinois Enterprise Act (20 ILCS 655/4 (f)); as demonstrated in the Enterprise Zone Qualifications Report, **EXHIBIT C** attached hereto; and

WHEREAS, the Counties and the Municipalities declared and affirmed that the Zone Area is qualified for designation as an Enterprise Zone in accordance with the provisions of the Enterprise Zone Act.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE RECITALS HEREIN ABOVE SET FORTH AND OTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BETWEEN THE COUNTIES AND THE MUNICIPALITIES, AS FOLLOWS:

SECTION 1. **INCORPORATION BY REFERENCE**

The Preamble to this Agreement and all Exhibits referred to in this Agreement and its Preamble are hereby incorporated herein as if fully set forth in this Section 1.

SECTION 2. **DESIGNATION**

The Municipalities and Counties have adopted such Ordinances as are convenient and necessary to designate and implement an Enterprise Zone pursuant to the Illinois Enterprise Zone Act. This Enterprise Zone is named and known as the Will-Cook Enterprise Zone.

SECTION 3. **INCENTIVES**

The State of Illinois, Counties and Municipalities offer incentives designed to encourage businesses in the private sector to locate and expand within Enterprise Zones, subject to terms, conditions, rules and limitations as legally provided.

STATE INCENTIVES

- **Sales Tax Exemption** – A 6.25 percent state sales tax exemption is permitted on building materials to be used in an Enterprise Zone. The Materials must be permanently affixed to the property and must be purchased from a qualified retailer.
- **Enterprise Zone Machinery and Equipment Consumables/Pollution Control Facilities Sales Tax Exemption** – A 6.25 percent state sales tax exemption of purchases of tangible personal property to be used in the manufacturing or assembly process or in the operation of a pollution control facility within an Enterprise Zone is available. Eligibility is based on a business making an investment in an Enterprise Zone of at least \$5 million in qualified property that creates a minimum of 200 fulltime-equivalent jobs, a business investing at least \$40 million in a zone and retaining at least 2,000 jobs, or a business investing at least \$40 million in a zone which causes the retention of at least 80 percent of the jobs existing on the date it is certified to receive the exemption.
- **Enterprise Zone Utility Tax Exemption** – A state utility tax exemption on gas, electricity and the Illinois Commerce Commission's administrative charge and telecommunication excise tax is available to businesses located in Enterprise Zones. Eligible businesses must make an investment of at least \$5 million in qualified property that creates a minimum of 200 full-time equivalent jobs in Illinois, an investment of \$20 million that retains at least 1,000 full-time-equivalent jobs, or an investment of \$175 million that creates 150 full-time equivalent jobs in Illinois. The majority of the jobs created must be located in the Enterprise Zone where the investment occurs.
- **Enterprise Zone Investment Tax Credit** – A state investment tax credit of 0.5 percent is allowed a taxpayer who invests in qualified property in a Zone. Qualified property includes machinery, equipment and buildings. The credit may be carried forward for up to five years. This credit is in addition to the regular 0.5 percent Investment tax credit, which is available throughout the state, and up to 0.5 percent credit for increased employment over the previous year.
- **Contribution Deduction** - Businesses may deduct double the value of a cash or in-kind contribution to an approved project of a Designated Zone Organization from taxable income.

LOCAL INCENTIVES AND FEES

Local governments, through the assistance and coordination of the Enterprise Zone Administrator, may provide a variety of local incentives to further encourage economic growth and investment within enterprise zones. The incentives offered are determined by counties and municipalities. The following Enterprise Zone incentives are hereby offered:

- a) Abatement of 50% of the municipal portion of property taxes on industrial or commercial properties developed through projects of new building construction or building rehabilitation leading to reoccupation, in which the cost of building construction materials exceeded \$50,000, for the first five

years following the completion of these building developments. This benefit will not be applicable if the project investor is also the recipient of tax relief for this property under the terms of a tax increment finance (TIF) agreement or other substantial property tax abatement provided by a unit of local government.

- b) Waiver of 50% of initial building permit or zoning application fees for projects of industrial or commercial building construction or rehabilitation in which the cost of building construction materials will exceed \$50,000.
- c) The Enterprise Zone will make available to the project developer, and other interested individuals, certain written documentation and materials relative to additional incentives, including public or not for profit financing and workforce development programs. There is no representation that the documents and materials provided by the Enterprise Zone include all incentives and programs available to the project.

The Zone Administrator shall file a copy of the Enterprise Zone's fee schedule with the Department of Commerce and Economic Opportunity by April 1 of each year. The Zone Administrator may charge up to 0.5% of the cost of building materials of the project associated with the Enterprise Zone, provided that a maximum fee of no more than \$50,000 is permitted (20 ILCS 655/8.2 (c) as to each project.

SECTION 4. ZONE MANAGEMENT:

Upon approval of the Enterprise Zone and certification by the Department of Commerce and Economic Opportunity each party to this Agreement shall appoint a representative to serve and participate in a zone management organization that is hereby designated and to be known as the Joint Enterprise Zone Governing Council (the "Council"). The Council will by majority vote adopt rules and procedures for the management of the Enterprise Zone, including its financial matters. This Council is the governing body of the Enterprise Zone and will appoint the Zone Administrator. Decisions on appointment or removal of the Zone Administrator shall be made in the following manner:

- (a) Nominations shall be received from members of the Council for appointment of the Zone Administrator. Appointment of the Zone Administrator shall be by two-thirds vote of the Council.
- (b) The Zone Administrator may be removed by two-thirds vote of the Council.
- (c) The Zone Administrator must be an employee or officer of one of the Municipalities or one of the Counties.

SECTION 5. ZONE ADMINISTRATOR:

The Zone Administrator is responsible for the day-to-day operation of the Enterprise Zone including the following duties:

- (a) Supervise the implementation of the provisions of this Intergovernmental Agreement and the Illinois Enterprise Zone Act.
- (b) Act as a liaison between the Counties, Municipalities, the Illinois Department of Commerce Economic Opportunity, Designated Zone Organizations, and other State, Federal and local agencies, whether public or private.
- (c) Conduct an ongoing evaluation of the Enterprise Zone Programs and submit evaluative reports at least annually to the Council.
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (e) Recommend qualified Designated Zone Organizations to the Council.
- (f) Have other such duties as specified by the Council, including the appointment of authorized personnel as appropriate, to assure the smooth operation of the Enterprise Zone.

SECTION 6. DESIGNATED ZONE ORGANIZATIONS:

The Council, at its discretion, may select Designated Zone Organizations, pursuant to the qualifications enumerated in the Enterprise Zone Act 20 ILCS 655/3(d) and delegate the performance of permissible services or functions to said Designated Zone Organizations. Nothing herein shall be deemed to limit or restrict the right of the Council to delegate operational responsibilities to Designated Zone Organizations or other appropriate entities, permitted by law. Provided that no delegation including performance, services or functions, is effective until the proposed Designated Zone Organization is approved, pursuant to Application duly filed, by the Department of Commerce and Economic Opportunity.

SECTION 7. AMENDMENTS TO THIS AGREEMENT:

This Agreement shall remain in full force and effect unless amended or modified by the mutual written agreement of the parties. Except as expressly set forth above, nothing contained

within this paragraph shall be construed to bar or limit the rights of either the Counties or the Municipalities to enforce the terms of this Agreement.

SECTION 8. DURATION OF AGREEMENT:

This Agreement shall be in full force and effect during the legal existence of the Enterprise Zone unless duly terminated, amended, extended, renewed or revised by the mutual written agreement of the respective corporate authorities of the Municipalities and the Counties.

SECTION 9. REPRESENTATION BY THE PARTIES:

The Parties represent, warrant, and agree, to and with each other, that each has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement, and the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject. The Parties shall deliver to each other certified copies of all resolutions or ordinances authorizing the execution and performance of this Agreement.

SECTION 10. FAILURE TO ENFORCE:

The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance, nor shall it be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

SECTION 11. CAUSES BEYOND CONTROL:

No party to this Agreement shall be liable to another for failure, default or delay in performing any of its obligations hereunder, provided such failure, default or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fire; acts of public enemy; or order of court. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

SECTION 12. NOTICES:

Any notice required by this Agreement shall be in writing and shall be served by personal delivery on the municipal/county clerk or chief administrative officer of the receiving party. In

lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the municipal/county clerk or chief administrative officer of the receiving party. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

SECTION 13. RESERVATION OF RIGHTS:

Nothing in this Agreement is intended to confer a benefit or right of enforcement upon any third party. Further, both parties specifically reserve all rights, privileges and immunities conferred upon them by law.

SECTION 14. AGENCY:

Neither party neither is an agent of the other party nor shall neither incur any costs, expenses or obligations on behalf of the other.

SECTION 15. COMPLETE AGREEMENT:

This Agreement sets forth the complete understanding between the parties relating to the terms and conditions hereof and any amendment hereto to be effective must be in writing and duly authorized and signed by the duly authorized representative of the parties.

SECTION 16. SEVERABILITY:

If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

SECTION 17. CONSTRUCTION:

This Agreement shall be construed in accordance with the laws of the State of Illinois.

SECTION 18. EFFECTIVE DATE:

This Agreement shall be in full force and effect as of the date set forth below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers hereunto duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

Dated this ____ day of November, 2014

**Village of Matteson
Cook/Will County Illinois, an Illinois
Municipal Corporation**

ATTEST:

By: _____
President

Village Clerk

Date

**Village of Monee
Cook/Will County Illinois, an Illinois
Municipal Corporation**

ATTEST:

By: _____
President

Village Clerk

Date

**Village of Park Forest
Cook/Will County Illinois, an Illinois
Municipal Corporation**

ATTEST:

By: _____
President

Village Clerk

Date

**Village of Richton Park
Cook/Will County Illinois, an Illinois
Municipal Corporation**

By: _____
President

ATTEST:

Village Clerk

Date

**Village of University Park
Cook/Will County Illinois, an Illinois
Municipal Corporation**

By: _____
Mayor

ATTEST:

Village Clerk

Date

**County of Cook
A Body Politic and Corporate
Of the State of Illinois**

By: _____
President

ATTEST:

County Clerk

Approved as to form: _____
Assistant State's Attorney

Date

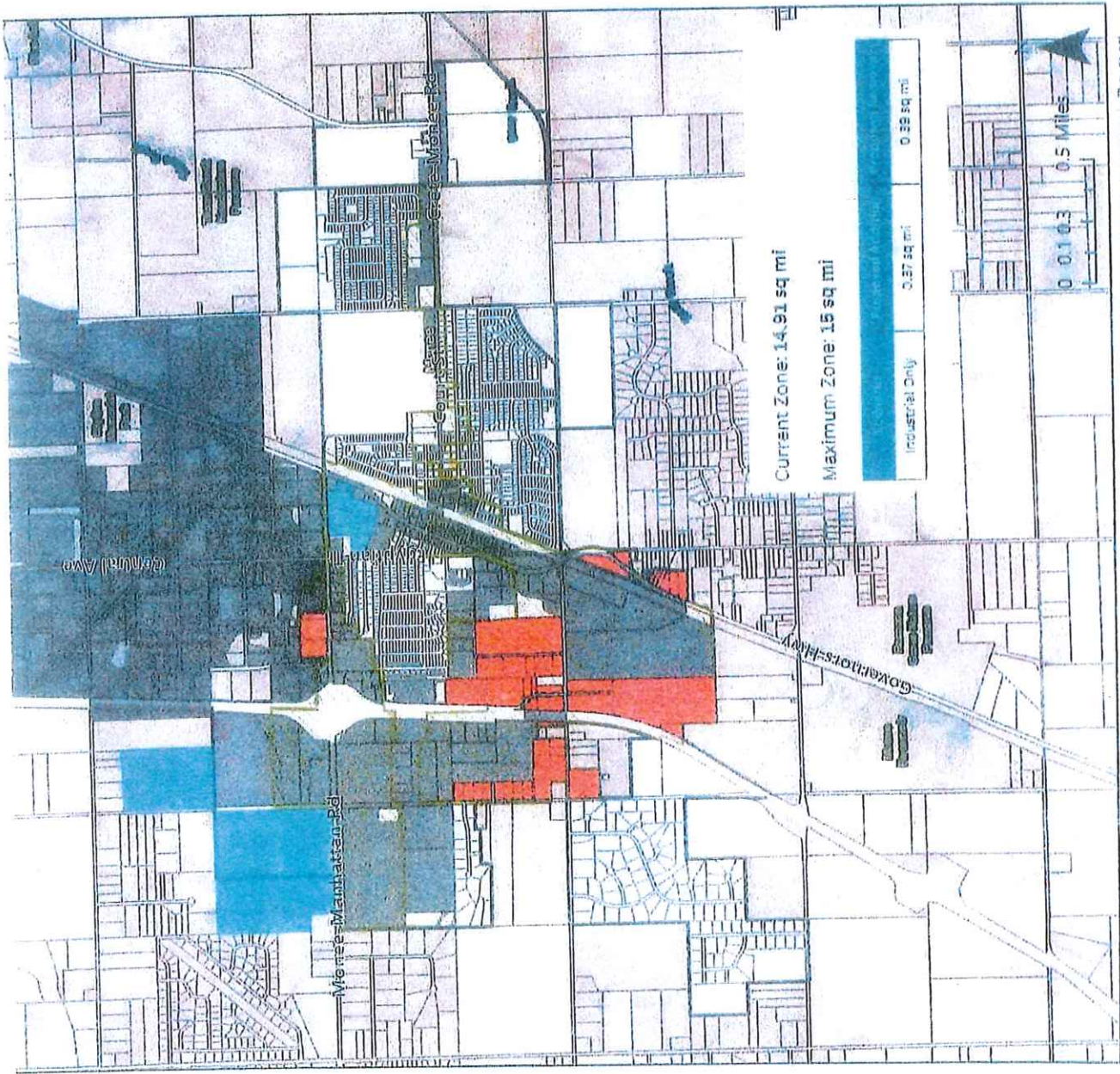
**County of Will
An Illinois Body Politic**

By: _____
County Executive

ATTEST:

County Clerk

Date



Scale: 1 inch = 0.103 miles

Part II: Application Certification

[Continued]

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, data and other information in this application are true and correct, and this document has been authorized by the governing body of the applicant. I further certify that each incentive authorized by the governing body will be implemented and that all necessary administrative procedures will be established and effected.

ORIGINAL SIGNATURES ARE REQUIRED FROM EACH DESIGNATING UNIT OF GOVERNMENT.

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

Unit of Government: _____
(Typed)

Chief Elected Official: _____ Title: _____
(Typed) (Typed)

Signature: _____ Date: _____

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: CONSENT AGENDA

DOCKET NUMBER: F-2d:

Resolution Approving A Second Amendment To The Economic Incentive Agreement By And Between The Village Of University Park And Terraco – Om Real Estate Partners – University Park.

SUMMARY OF REQUESTED ACTION FOR THE REGULAR MEETING OF: March 28, 2023

Presented For Your Consideration and Approval Is The Second Amendment To The Economic Incentive Agreement By And Between The Village Of University Park And Terraco – Om Real Estate Partners – University Park.

NOTE: This Item Was Discussed At The COW Meeting Of March 14, 2023. The Concurrence Of The Mayor And Board Was To Move This Item Forward For Action At This Meeting As Part Of The Consent Agenda.

APPROVED: _____

Elizabeth Scott
Village Manager

BOARD ACTION: Motion By: _____ Seconded By: _____

Ordinance Number: _____ Resolution Number: _____

Comments:

THE VILLAGE OF UNIVERSITY PARK
COOK AND WILL COUNTIES, ILLINOIS

RESOLUTION

NUMBER _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF THE SECOND AMENDMENT
TO THE ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN
THE VILLAGE OF UNIVERSITY PARK AND
TERRACO - OM REAL ESTATE PARTNERS -
UNIVERSITY PARK**

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 28th day of March, 2023

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF THE SECOND AMENDMENT
TO THE ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN
THE VILLAGE OF UNIVERSITY PARK AND
TERRACO – OM REAL ESTATE PARTNERS -
UNIVERSITY PARK**

WHEREAS, the Village of University Park is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of University Park (the "Village") has entered into an Economic Incentive Agreement with TerraCo – OM Real Estate Partners – University Park (the "Developer") for the purpose of developing the property Northeast of the intersection of Central Avenue and Stuenkel Road ("Original Agreement");

WHEREAS, the Village and the Developer amended the Original Agreement on November 30, 2022, (the "Amendment") (1) to exclude truck and trailer parking with storage of containers on chassis and equipment in Area B of the Property until the Village has had additional time to further consider such use, (2) to divide and allocate the Developer's total investment obligation for Phase One between Areas A and B of the Property, and (3) to divide and allocate the Village's total sales tax incentive to the Developer between Areas A and B of the Property. The Original Agreement and the Amendment shall be collectively referred to herein as the "Existing Agreement";

WHEREAS, under the Existing Agreement, the Developer agreed to invest in Area C of the Property approximately Fifty-Five Million Dollars and No Cents (\$55,000,000.00) for an industrial warehousing facility in consideration for the Village providing the Developer an economic incentive that limits the real estate tax liability to an amount equal to Fifty Cents (\$0.50) per square feet for each tax year until the total real estate tax benefit to the Developer equals Eight Million Dollars and No Cents (\$8,000,000.00) during the term of the Agreement (hereinafter referred to as the "Real Estate Tax Incentive");

WHEREAS, the Parties now desire to amend the Existing Agreement to include the necessary terms, covenants and conditions to ensure that the Real Estate Tax Incentive is paid to the Developer in accordance with the requirements of the TIF Act;

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of University Park, Cook and Will Counties, Illinois, pursuant to the Village of University Park'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 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 – Approval of Second Amendment to Economic Incentive Agreement

The Village hereby approves a Second Amendment to the Economic Incentive Agreement substantially in the form attached hereto and made a part hereof as Exhibit A, and directs the Village Manager, with the advice of the Village Attorney, to negotiate final terms, if any. The officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Three – Authority and Direction

The Village Manager is hereby authorized, empowered and directed to sign, and the Village Clerk to attest thereto, the Second Amendment to the Economic Incentive Agreement presented herein and any finally negotiated terms as set forth therein.

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

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

Section Six – 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 Seven – Recording

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

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 28th day of March, 2023:

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 THE EXECUTION
 OF THE SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT
 BY AND BETWEEN THE VILLAGE OF UNIVERSITY PARK AND TERRACO – OM
 REAL ESTATE PARTNERS - UNIVERSITY PARK**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on March 28, 2023 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.

(SEAL)

 Dorothy R. Jones, MMC
 Village Clerk

Exhibit A
Second Amendment Agreement

[Attached]

**SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT
BETWEEN THE VILLAGE OF UNIVERSITY PARK AND TERRACO – OM
REAL ESTATE PARTNERS – UNIVERSITY PARK LLC**

This Second Amendment to the Economic Incentive Agreement (“**Second Amendment**”) is effective _____, 2023 and is by and between the VILLAGE OF UNIVERSITY PARK, ILLINOIS, an Illinois municipal corporation, (“**Village**”), and TERRA CO – OM REAL ESTATE PARTNERS – UNIVERSITY PARK LLC (“**Developer**”).

Recitals

A. The Village and the Developer entered into that certain Economic Incentive Agreement effective July 19, 2022, (“**Original Agreement**”) whereby the Developer agreed to develop the Property with the Intended Uses in consideration for the Village paying the Developer sales tax incentives of Five Million Dollars and No Cents (\$5,000,000.00) for the development in Areas A and B of the Property and real estate tax incentives of Eight Million Dollars and No Cents (\$8,000,000.00) for the development in Area C of the Property. Areas A, B and C are shown on the Site Plan in Exhibit B of the Original Agreement.

B. The Parties amended the Original Agreement on November 30, 2022, (“**Amendment**”) (1) to exclude truck and trailer parking with storage of containers on chasis and equipment in Area B of the Property until the Village has had additional time to further consider such use, (2) to divide and allocate the Developer’s total investment obligation for Phase One between Areas A and B of the Project, and (3) to divide and allocate the Village’s total sales tax incentive to the Developer between Areas A and B of the Project. The Original Agreement and the Amendment shall be collectively referred to herein as the “**Existing Agreement**”.

C. Under the Existing Agreement, the Developer agreed to invest in Area C of the Property approximately Fifty-Five Million Dollars and No Cents (\$55,000,000.00) for an industrial warehousing facility in consideration for the Village providing the Developer an economic incentive that limits the real estate tax liability to an amount equal to Fifty Cents (\$0.50) per square feet for each tax year

until the total real estate tax benefit to the Developer equals Eight Million Dollars and No Cents (\$8,000,000.00) during the term of the Agreement (the "**Real Estate Tax Incentive**").

D. In accordance with the conditions and requirements set forth in the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the "**TIF Act**"), the Village, pursuant to Ordinance Nos. 02019-04, 02019-05, and 02019-06, respectively, adopted on February 26, 2019, approved a redevelopment plan and project (the "**Redevelopment Plan**"), setting forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area; designated a redevelopment project area known as the TIF 7 – Steger Road and Central Avenue Redevelopment Project Area (the "**Redevelopment Project Area**"); and adopted tax increment allocation financing for the Redevelopment Project Area.

E. The Area C Property, which is legally described in **Exhibit A** of this Second Amendment, is located within the boundaries of the Redevelopment Project Area.

F. The Developer proposes to construct an approximately 968,800,855,000 square foot commercial and industrial building and other improvements thereon (the "**Area C Project**"). The successful completion of the Area C Project is contingent upon the Developer receiving the Village Contribution (as described below).

I. To induce the Developer to undertake the Area C Project and construct improvements, the Corporate Authorities of the Village have determined that it is in the best interest of the Village to reimburse the Developer for the Area C Project in an amount not to exceed Eight Million Dollars and No Cents (\$8,000,000.00) of actual, documented, TIF eligible costs as further described and provided for in this Second Amendment.

J. The Village has determined that: (i) the Area C Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan, (ii) the completion of the Area C Project would not occur without the Village Contribution (as defined below) contemplated in this Second Amendment, and (iii) as a direct

benefit of this Second Amendment and the construction of the Area C Project, the equalized assessed value of the Area C Property and the Project Area will increase.

D. The Parties desire to amend the Existing Agreement to include the necessary terms, covenants and conditions to ensure that the Real Estate Tax Incentive is paid to the Developer in accordance with the requirements of the TIF Act. The Existing Agreement and this Second Amendment shall be collectively referred to herein as the "Agreement".

NOW, THEREFORE, in consideration of the mutual covenants contained herein, including but not limited to the Recitals set forth above, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Recitals.** The statements, representations, covenants, and recitations set forth in the foregoing recitals are material to this Second Amendment and are incorporated into and made a part of this Second Amendment as though they were fully set forth herein. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.
2. **Definitions.** Any capitalized terms contained in **Exhibit B** of this Second Amendment and not defined herein shall have the same meaning ascribed to them in the Existing Agreement.
3. **Amendment.** The Existing Agreement shall be amended to add the following provisions, which are applicable to the construction and development of the Area C Project:

ARTICLE ONE: CONSTRUCTION OF THE PROJECT

Section 1.01. Developer Covenant to Construct. The Developer shall construct or cause the construction of the Area C Project in accordance with this Second Amendment including the Exhibits. The covenants set forth in this Article One shall run with the land and shall be deemed satisfied upon acceptance by the Village of the respective Certificates of Substantial

Completion. The Developer shall have the right to contract or subcontract away its construction and development obligations under this Second Amendment. The Area C Project shall be limited to the construction of the improvements set forth in the Plans and Specifications (as described below).

Section 1.02. Area C Project Schedule. The Developer shall commence the construction of the Area C Project within 180 calendar days of the Effective Date of this Second Amendment if the following conditions are satisfied: (1) the Developer has taken title to the real property designated as the Area C Property, and (2) the Developer has received all Governmental Approvals for the Area C Project (the "Area C Project Commencement Date"). The Area C Project Commencement Date shall be extended on a day for day basis for each day that these conditions remain unsatisfied as determined by the Developer in its sole discretion. The Developer shall complete the Area C Project as evidenced by the Developer or its authorized representative submitting a Certificate of Substantial Completion for approval by the Village, no later than 365 calendar days after the Area C Project Commencement Date, subject to "Force Majeure" (see Section 7.22 below), and day for day extensions based on the conditions set forth in this Section 1.02. The "Area C Project Schedule" attached hereto as Exhibit C shall minimally include the Area C Project Commencement Date and the completion date as set forth in this Section 1.02 of this Second Amendment.

Section 1.03. Plans and Specifications. The Developer shall submit or shall have submitted to the Village for its approval, the Plans and Specifications for the Area C Project. The Village shall review and approve the Plans and Specifications in an expedited and good faith manner. The Village shall approve or provide comments to the Plans and Specifications within ten (10) business days after the receipt thereof by the Developer or its authorized representative. Any comments made by the Village shall be in sufficient detail to allow the Developer to address the same and resubmit amended Plans and Specifications. If the Plans and Specifications are amended to comply with the Village's comments, the Plans and Specifications will be deemed approved by the Village. The Plans and Specifications shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Illinois and the Plans and Specifications and all construction practices and procedures with respect to the Area C Project shall be in material conformity with all Laws. The Plans and Specifications shall be in sufficient completeness and detail to show that construction will be in material conformance with this Second Amendment.

After the Parties approve the Plans and Specifications, the Developer shall immediately commencement the Area C Project, subject to the requirements in Section 1.02.

Section 1.04. Area C Project Approvals.

A. Permits. Before the Developer commences construction of the Area C Project, the Developer or its contractors or representatives shall, at their expense, secure or cause to be secured all applicable permits that may be required for the Area C Project or for the portion of Area C Project to be performed, as required by all Laws. The Village shall undertake a good faith review of the submissions for permits or approvals and provide comments to any submission of the Developer within ten (10) business days after receipt of the permit application. The Village shall not oppose any such application pending before another governmental body or agency, provided such application is consistent with all Legal Requirements (as defined below), subject to applicable variances as may be required for the construction of the Project in accordance with the Plans and Specifications. The Village shall provide reasonable assistance to the Developer in securing such permits and shall promptly issue all approvals and permits in accordance with the Village Code required to be issued by the Village, and agrees to sign other permits or documents which require execution by the Village, if such permits and documents comply with all Legal Requirements, subject to applicable variances as may be required for the construction of the Area C Project and in accordance with preliminary concept plans for the Area C Property (collectively, "Area C Project Approvals"). The Area C Project Schedule shall be extended and enlarged on a day for day basis for all additional days taken by the Village to review the Plans and Specifications.

B. Compliance. The Area C Project shall materially comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes, and orders, subject to applicable variances, as the case may be (collectively, the "Legal Requirements" or "Laws") relating in any manner to the Area C Project.

Section 1.05. Construction of Project. The Parties agree and acknowledge that the Area C Project shall be completed in material conformance with the Plans and Specifications. The Developer shall construct or cause the construction of the Area C Project on the Area C Property and in compliance with the covenants set forth herein. As fully set

forth in the approved Plans and Specifications, the Area C Project shall include those matters set forth in **Exhibit D**.

Section 1.06. Contractors and Subcontractors. The Developer shall be permitted to enter into any agreement or contract in connection with the Area C Project (in whole or in part) and/or any Reimbursable Project Cost as determined by it, in its sole discretion, to be the best manner by which it can complete the Project.

Section 1.07. Governmental Approvals. The Developer agrees to employ reasonable and good faith efforts to secure and comply with all Governmental Approvals. The Village agrees to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the Laws, including, without limitation, the applicable Village ordinances and laws of the State of Illinois.

Section 1.08. Certificate of Substantial Completion. Promptly after substantial completion of the Area C Project in accordance with the provisions of this Second Amendment, the Developer shall submit a **separate** certificate of substantial completion to the Village for the respective Area C Project (the "**Certificates of Substantial Completion**"). The **Certificates of Substantial Completion** shall be in substantially the form attached as **Exhibit E**. The Village shall, within thirty (30) days following delivery of the **Certificates of Substantial Completion**, complete such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. Along with the Certificate of Substantial Completion, the Developer shall provide sufficient lien waivers, sworn contractor's affidavits, and other such standard documentation to evidence the completion of the Project and its components. The **Certificates of Substantial Completion** shall be deemed accepted by the Village unless, prior to the end of the thirty (30)-day inspection period set forth above, the Village furnishes the Developer with specific written objections to the status of the **Area C** Project, describing such objections and the measures required to correct such objections in reasonable detail, which may include, as applicable, photographs or other documentary evidence. The time limits set forth in this paragraph shall be extended by the duration of time reasonably necessary for the Developer to respond to the Village's written objections; provided, however, that absent delays by the Developer in responding to such objections, the Village shall accept or

furnish written objections to the Certificates of Substantial Completion within the thirty (30)-day inspection period described above. Upon acceptance of the Certificates of Substantial Completion, which acceptance shall be conclusively determined upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, the Developer may record the Certificates of Substantial Completion with the Will County Recorder of Deeds, and the same, absent fraud, shall be conclusive evidence of the satisfaction of the Developer's agreements and covenants to construct the Area C Project and the Developer's satisfaction of its obligations under this Article.

Section 1.09. Limitation. The ~~respective~~ Certificates of Substantial Completion relates only to the construction of the Project, and upon issuance, the Village will certify that the terms of the Second Amendment specifically related to the Developer's obligation to complete such activities have been satisfied. All executor terms and conditions of this Second Amendment and all representations, warranties, and covenants, except as limited above, contained herein will continue to remain in effect throughout the term of this Second Amendment, and the issuance of the Certificate of Substantial Completion shall not be construed as a waiver by the Village of any rights and remedies pursuant to such terms.

Section 1.10. Survival of Covenants. The covenants set forth in this Article One shall run with the land and be binding upon any successor in interest or transferee. Notwithstanding anything contained herein to the contrary, the covenants and obligations of this Article ~~One~~ shall be deemed satisfied upon issuance by the Village of the Certificates of Substantial Completion for the ~~Work~~Area C Project.

ARTICLE TWO: FINANCING—SOURCE OF FUNDS

Section 2.01. Developer to Advance Area C Project Costs. The Developer agrees to advance all Area C Project Costs as necessary to complete the Area C Project, subject to the Developer being reimbursed by the Village for Reimbursable Project Costs as provided herein. The Developer, upon the Village's request in writing, shall provide proof of sufficient funds necessary to complete the Area C Project in the form of bank statements or other commercially reasonable documentation as determined by the Developer in its reasonable discretion. The Village covenants to keep

all documents so submitted confidential as such documents are proprietary financial information of the Developer.

Section 2.02. Area C Project Budget. The Area C Project Costs are estimated to be over more than Fifty Five Million Dollars and No Cents (~~(\$~~) ~~(\$55,000,000.00)~~) (the "Area C Project Budget"). The Village has approved the Area C Project Budget setting forth the projected and anticipated Area C Reimbursable Project Costs, and is attached hereto as Exhibit F. The Developer certifies to the Village that (i) the Village Contribution (as defined below), together with any lender financing and equity, shall be sufficient to complete the Area C Project, and (ii) the Area C Project Budget, as may be amended with written approval of the Village, is and shall be true, correct, and complete in all material respects. Nothing set forth in this Second Amendment shall be construed as a covenant by the Developer to expend the full balance of the Area C Project Budget.

Section 2.03. Equity/Lender Financing. Equity and/or lender financing may be used to pay any Area C Project Cost, including but not limited to Reimbursable Project Costs.

Section 2.04. Village Assistance, Cooperation and Contribution.

A. Village Assistance and Cooperation. The Village agrees to carry out the terms and objectives of this Second Amendment by giving notices, holding hearings and considering the enactment of resolutions and ordinances and the amendments thereto, all at no cost to the Village.

B. Village Contribution. Subject to the terms of this Second Amendment, the Village agrees to reimburse the Developer, through the Developer's Note, exclusively for Reimbursable Project Costs related to the Area C Project in an amount not to exceed a principal and interest balance of Eight Million Dollars and No Cents (\$8,000,000.00) (the "Village Contribution"). The Village Contribution shall be paid as set forth herein. Notwithstanding the foregoing, the Parties may agree to increase the Village Contribution to pay for additional Reimbursable Project Costs arising from unforeseen circumstances related to the Area C Project.

i. *Determination of the Amount of the Note.* Concurrently with submission of the Certificates of Substantial Completion for the Area C Project, the Developer shall provide to the Village Certificates of Reimbursable Project Costs for the Area C Project in substantially the form attached hereto as **Exhibit G**, along with the information and documentation required therein. The Village shall either accept or reject, with comments, the ~~respective~~ Certificates of Reimbursable Project Costs within thirty (30) days after the submission thereof. If the Village determines that any cost identified as a Reimbursable Project Cost is not a "redevelopment project cost" under the TIF Act, the Second Amendment or the Redevelopment Plan, the Village shall so notify the Developer in writing within this thirty (30)-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right (i) to challenge in writing the Village's determination of ineligibility under the Act of certain submitted redevelopment project costs, or (ii) to identify and substitute other **Area C** Project Costs as Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Second Amendment. Within said thirty (30)-day period, the Village may also request such additional information from the Developer as may be reasonably required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for the Developer to respond to such request by the Village; provided, however, that absent delays by the Developer in responding to such requests, the Village shall issue its determination on the respective Certificate of Reimbursable Project Costs within the thirty (30) day period described above. If the Noteholder challenges the Village's determination that certain submitted redevelopment project costs are ineligible for reimbursement as a Redevelopment Project Cost, the Village shall present the challenged cost to the Village's Board of Trustees (the "**Village Board**") within three (3) days after the Developer delivers the notice of challenge to the Village. The Village board shall consider the challenged costs at its first regularly scheduled meeting of the Village Board after delivery of the notice of challenge and at that meeting, shall vote on the eligibility of the challenged costs for reimbursement. The Village Board's determination as to whether the claimed redevelopment project costs are eligible for reimbursement shall be final. Notwithstanding anything contained herein to the contrary, Reimbursable Project Costs shall be limited to the

expenditures of the Developer for each such line item identified as a "Reimbursable Project Cost" on **Exhibit G**, and Reimbursable Project Costs may be allocated to and transferred from one line item to another line item within the same improvement, without the prior written consent of the Village up to the maximum aggregate amount established for the Area C Project.

ii. *Developer's Note.* Subject to the terms and conditions of this Second Amendment, the Village hereby agrees to issue a tax-exempt note to the Developer for Reimbursable Project Costs incurred in relation to the Area C Project on the date the Village approves the Certificate of Reimbursable Project Costs for the Area C Project in the form of **Exhibit G**. The principal amount of the Developer's Note shall be in an amount equal to the total Reimbursable Project Costs incurred in relation to the WorkArea C Project, but in no event shall such principal amount exceed Eight Million and No/U.S. Dollars (\$8,000,000.00). Interest on the Developer's Note shall accrue at the rate of ~~zero-five~~ five percent (5%) starting one year from the date of issuance and will compound annually. In no event may the Developer or any future holder of the Note increase the interest rate of the Note. The Village's total payment of principal and interest to the Developer shall not exceed the amount of the Village Contribution. Payments of principal and interest on the Developer's Note shall be made only from Available Incremental Taxes (as defined below). The minimum total annual payments of the Developer's Note shall not be less than (1) fifty percent (50%) of the Available Incremental Taxes, or (2) Five Hundred Thirty-Five Thousand Dollars and No Cents (\$535,000.00), whichever amount is greater; provided, however, that Payments of the Developer's Note are subject to the amount of Available Incremental Taxes is being sufficient for such payments. If the amount of Available Incremental Taxes is less than Five Hundred Thirty-Five Thousand Dollars and No Cents (\$535,000), the Village shall pay the Developer one hundred percent (100%) of the Available Incremental Taxes. The Developer's Note shall be issued when increment is received by the Village based on the Area C Project. The Developer's Note shall be tax exempt based upon the legal opinion of counsel for the Developer. The terms "Note" and the "Developer's Note" shall be read synonymously and shall mean that certain assignable promissory note issued to the Developer by which the Village Contribution will be paid.

iii. *Payment Obligations on the Note.* Payments on the Developer's Note shall be made twice annually by the Village starting on February 15th and August 15th following the approval of the ~~respective~~ Certificates of Reimbursable Project Costs. Subsequent payments on the Developer's Note shall be made on each subsequent February 15th and August 15th or until the Developer's Note is fully paid or discharged or until the Maturity Date, whichever occurs first. All payments under the Developer's Note are subject to the terms, conditions and limitations contained in this Second Amendment. Payments under the Developer's Note is subject to the respective amounts of Incremental Taxes deposited into the ~~_____Terraco~~ Sub-Account being sufficient for such payments. From the date of issuance, the Developer's Note will be funded solely from Incremental Taxes as the case may be, that are deposited into the ~~_____Terraco~~ Sub-Account. Except as otherwise set forth herein, the Developer's Note shall mature on the ~~twentieth-fifteenth~~ (2015th) anniversary of the date the Village approved the ~~respective~~ Certificate of Reimbursable Project Costs (the "Maturity Date"). If, at the Maturity Date, any outstanding financial obligation on the Developer's Note or the Second Amendment exists, such outstanding financial obligation shall be forgiven in full by the Developer or such other holder of the Developer's Note, and the Village shall have no obligation to pay such outstanding financial obligation upon the Maturity Date.

iv. *Redemption.* The principal balance of the Developer's Note shall be subject to redemption on any date, collectively or individually and as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed, plus accrued but unpaid interest, if any.

v. *Sale or Assignment.* The Developer may sell, assign, or pledge the Developer's Note, if applicable, in whole or in part, or as otherwise amended, at any time, to any person, financial institution or other entity, which person, financial institution or other entity shall have no duty, obligation, responsibility or other obligation under this Second Amendment. Prior to any such sale or assignment, the Developer shall provide the Village with the name, mailing address and other contact information of its successor-in-interest to the Developer's Note, if applicable. The Developer shall provide any such

successor-in-interest to the Developer's Note, a fully executed copy of this Second Amendment. This provision shall be read in conjunction with Section 7.18 below.

B. Irrevocable Grant. The Village's obligation to pay the Village Contribution, is irrevocable upon the Developer's satisfaction of Section 1.01 of this Second Amendment.

ARTICLE THREE: COLLECTION AND USE OF INCREMENTAL TAXES

Section 3.01. Source of Village Contribution. The Village Contribution pledged by the Village pursuant to this Second Amendment to reimburse Reimbursable Project Costs shall be paid solely from Available Incremental Taxes (as defined below).

Section 3.02. Special Tax Allocation Fund. The Village has or will establish and maintain a special tax allocation fund, as required by the Act, for the deposit of Incremental Taxes received by the Village (the "STAF").

- A. XXX-Terraco Sub-Account. The Village has or will promptly establish and maintain a sub-account within the STAF for the deposit of Available Incremental Taxes (the "XXX-Terraco Sub-Account").
- B. XXX-Terraco Sub-Account Transfer. On October 1 of each year during the Term, or the date which is ten (10) days following the date upon which the Village receives the Incremental Taxes from the second installment of real estate taxes of the Area C Property whichever occurs later (the "XXX-Terraco Sub-Account Allocation Date"), the Village shall transfer to the Terraco XXX-Sub-Account one-hundred percent (100%) of the Incremental Taxes that are generated from the Area C Property and credited to the STAF from the immediately preceding Terraco XXX-Sub-Account Allocation Date to, but not including, the current Terraco XXX-Sub-Account Allocation Date (the "Available Incremental Taxes"). The Available Incremental Taxes shall be pledged to and be used solely by the Village to meet its the payment obligations on the Developer's Note, as the case may be. The Developer's Note shall not be subordinate to any other obligations of the Village. The remaining Incremental Taxes in the STAF, if any, not allocated to the Terraco XXX-Sub-Account as provided herein shall be utilized by the Village for any purpose permitted under the Act (the "Village Incremental Taxes"), including (i) reimbursing the

Village for reasonably ascertainable costs and expenses of creating the TIF District, and (ii) reimbursing the Village for the Village's expenses, costs and fees directly related to the annual administration and filing requirements of the TIF District. Any remainder of the Village Incremental Taxes as of December 31st annually shall be allocated to the Terraco ~~XXX~~ Sub-Account for Incremental Taxes for future payments on the Note as applicable. Any distribution of Incremental Taxes between the Available Incremental Taxes and the Village Incremental Taxes shall be on a pari passu basis. Any amount remaining in the Terraco ~~XXX~~ Sub-Account, after the full redemption of the Developer's Note, as may be applicable, shall be transferred by the Village to the STAF and such funds shall thereafter be Village Incremental Taxes.

ARTICLE FOUR: GENERAL COVENANTS

Section 4.01. Indemnification. Each party agrees to indemnify, defend and hold the other party, its employees, agents, independent contractors and consultants (collectively, the "**Indemnified Parties**") harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs), except for those caused by the acts or omissions of the Indemnified Parties, suffered or incurred by the indemnitee arising from or in connection with: (i) the indemnitor's failure to comply with any of the terms, covenants and conditions contained within this Second Amendment, (ii) the existence of any material misrepresentation or omission in this Second Amendment, including Exhibits, that is the result of information supplied or omitted by the indemnitor or its agents, employees, contractors or persons acting under the control or at the request of the indemnitor, or (iii) the indemnitor's failure to cure any misrepresentation by the indemnitor in this Second Amendment.

- A. Survivability. The rights and obligations under this Section 4.01 shall survive the termination or expiration of this Second Amendment with respect to all facts, events or circumstances occurring or arising prior to such expiration or termination.
- B. Additional Obligations. The Parties acknowledge and agree that obligations under this Section 4.01 are in addition to any other obligations of a Party under this Second Amendment.

Section 4.02. Insurance. The Developer shall procure and maintain at the Developer's own expense, or cause to be provided and maintained, during the Term of this Second Amendment, the types and limits of insurance specified below,

covering all operations under the Second Amendment, whether performed by the Developer or by the Developer's Agent.

A. During Construction. From the commencement of any of the construction of the Project until issuance of the Certificates of Substantial Completion, the Developer shall procure and maintain:

i. *Workers Compensation and Employers Liability Insurance*. Worker's Compensation Insurance, in accordance with the laws of the State of Illinois, with statutory limits covering all employees providing services under this Second Amendment and Employer's Liability Insurance with limits not less than \$1,000,000.00 each accident or illness.

ii. *Commercial General Liability Insurance*. Commercial General Liability Insurance with not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards. The Village is to be named as an additional insured on a primary, non-contributory basis.

iii. *Automobile Liability Insurance*. Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Village is to be named as an additional insured on a primary, non-contributory basis.

iv. *All Risk/Builders Risk*. When the Developer undertakes any construction, the Developer must provide or cause to be provided All Risk/Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery, and fixtures that are or will be part of the Project. The Village is to be named as an additional insured and loss payee if applicable.

v. *Professional Liability*. When any architects, engineers, construction managers, or other professional consultants perform work in connection with this Second Amendment, Professional

Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000.00, including contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

vi. *Valuable Papers.* When any plans, designs, drawings, specifications, and documents are produced or used under this Second Amendment, Valuable Papers Insurance must be maintained in an amount sufficient to pay for the recreation, reconstruction, or restoration of any and all records related to the Project.

vii. *Independent Contractors and Subcontractors.* The Developer shall require all independent contractors and subcontractors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance from time to time as required herein.

B. General Insurance Requirements. Unless otherwise provided above, all insurance policies required pursuant to this Second Amendment shall:

i. Provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the Village;

ii. Be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII;

iii. Waive all rights of subrogation of insurers against the Village, its employees, elected officials, and agents; and

iv. Specifically name the Developer as a named insured.

C. Certificates. Within sixty (60) days of Area C Project Commencement Date and by December 31 of each calendar year thereafter in which the Second Amendment is in effect, the Developer shall furnish the Village with a certificate(s) of insurance effecting coverage as required under

this Section 4.02. In addition, the Developer shall annually furnish the Village copies of receipts for payments of premiums regarding such policies. If the Village fails to object to any certificates within thirty (30) days of receipt, the Village's agreement that the insurance requirements in the Second Amendment have been fully met or that the insurance policies indicated on the certificate comply with the Second Amendment.

D. Deductibles. Any deductibles or referenced insurance coverages must be borne by the Developer or its independent contractors or subcontractors.

E. Offset or Contribution. The insurance requirements set forth in this Section 4.02 shall limit or be used to offset against the Developer's indemnification obligations under this Second Amendment.

Section 4.03. Maintaining Records/Right to Inspection. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Area C Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents pertaining to the Area C Project and Reimbursable Project Costs shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the Village. With respect to contracts covering Reimbursable Project Costs, the Developer shall utilize commercially reasonable efforts to incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Area C Project.

Section 4.04. Additional Village Covenants. During the Term, the Village covenants and agrees that, until such time as all principal and interest payments due, if any, to the Developer under the Note, as the case may be, have been made, the Village: (1), to the extent permitted by Legal Requirements, shall not revoke the TIF Ordinances; (2) shall not commingle the Incremental Taxes with any other municipal debt obligations; (3) shall not pledge or apply any portion of the Incremental Taxes to any other purpose or the payment of any other obligation of the Village other than as set forth in this Second Amendment and shall promptly deposit the Incremental Taxes in the Terraco ~~XXX~~ Sub-Account; (4) upon written request by the Developer or its attorneys, shall provide the Developer (within thirty (30) calendar days after the receipt of such request) with a copy of all documentation submitted to the State of Illinois, which is required pursuant to

reporting requirements set forth in the Act; and (5) shall endeavor to comply with any annual reporting requirements set forth in the Act.

Section 4.05. Survival of Covenants. The covenants set forth in this Article Four shall run with the land, be binding upon any successor in interest or transferee, and remain in effect during the term of the Second Amendment.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES

Section 5.01. Representations of Village. The Village makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The Village has full lawful right, power and authority, under current applicable law, to execute, deliver and perform the terms and obligations of this Second Amendment, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Second Amendment constitutes the legal, valid, and binding obligation of the Village, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Second Amendment, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To the best of Village's knowledge, the TIF Ordinance, the Redevelopment Plan and the Project Area have been adopted and approved in accordance with the Laws.

C. Litigation. To the best of the Village's knowledge, there is no litigation, proceeding or investigation pending or threatened against the Village with respect to the Redevelopment Plan or this Second Amendment. In addition, to the best of the Village's knowledge, there is no litigation, proceeding or investigation pending or threatened against the Village seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Second Amendment or which would in any manner challenge or adversely affect the existence or powers of the Village to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Village of the terms and provisions of this Second Amendment.

Section 5.02. Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Second Amendment and to execute and deliver the documents required of the Developer herein, and such execution and delivery have been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Second Amendment constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Second Amendment, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. Litigation. To the best of the Developer's knowledge, there is no litigation, proceeding or investigation pending or threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Second Amendment or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Second Amendment.

Section 5.03. Survival of Representations and Warranties. The Parties agree that all their representations and warranties set forth in this Article Five or elsewhere in this Second Amendment are true as of the Effective Date and will be true in all material respects at all times hereafter during the Term, except with respect to matters which have been disclosed in writing to and approved in writing by the other Party or as otherwise specifically set forth herein.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.01. Events of Default; Remedies; Cure.

A. Event of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 7.22 and 6.01(C), shall constitute an "Event of Default" hereunder by the applicable Party:

i. the failure of a party to perform, keep or observe, in all material respects, the covenants, conditions, obligations of such party under the Second Amendment;

ii. the making or furnishing by a party of any written representation, warranty, certificate, schedule, report or other communication within or in connection with this Second Amendment which, when made, is or was materially untrue or materially misleading in any material respect;

iii. the commencement or any proceedings in bankruptcy by or against a party or for its liquidation or reorganization, or alleging that such party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a party's debts, whether under the United States Bankruptcy code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving such party; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within 90 days after the commencement of such proceedings; or

iv. the appointment of a receiver or trustee for a party, for any substantial part of such party's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of such party; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within ninety (90) days after the commencement thereof.

B. Remedies.

i. *Village Remedies.* Upon the occurrence of an Event of Default, which continues after written notice thereof and the expiration of the applicable curative period without cure having been effectuated, the Village may pursue and secure any of the following remedies: (a) specific performance, (b) self-help, or (c) injunctive relief. Notwithstanding the foregoing, after the issuance of the Note, as applicable, the Village shall not have the right to suspend or terminate payments under the Note.

ii. *Developer Remedies.* Upon the occurrence of an Event of Default, which continues after written notice thereof and the expiration of the applicable curative period without cure having been effectuated, the sole

remedies of the Developer shall be injunctive relief, specific performance, *mandamus, quo warranto* and an action for compensatory damages in the event the Village fails to deposit, pay and transfer Incremental Taxes in accordance with this Second Amendment.

C. Curative Period. In the event a Party fails to perform a monetary covenant under this Second Amendment, notwithstanding any other provision of this Second Amendment to the contrary, an Event of Default shall not be deemed to have occurred unless that Party has failed to perform such monetary covenant within thirty (30) days of its receipt of a written notice from the other Party specifying that it has failed to perform such monetary covenant. In the event a Party to this Second Amendment shall fail to perform a non-monetary covenant under this Second Amendment, notwithstanding any other provision of this Second Amendment to the contrary, an Event of Default shall not be deemed to have occurred unless that Party has failed to cure such default within sixty (60) days of its receipt of a written notice from the other Party specifying the nature of this default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such sixty (60)-day period, the Developer shall not be deemed to have committed an Event of Default under this Second Amendment if it has commenced to cure the alleged default within such sixty (60)-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, but in no event shall such cure period exceed one hundred eighty (180) days from its receipt of written notice from the Village specifying the nature of the default.

D. Non-Waiver. The failure of any Party to this Second Amendment to insist upon strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute, or be construed as a waiver or relinquishment of any Parties' rights, to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No waiver by a Party shall be valid or binding on another Party unless it has been consented to in writing.

E. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively, or together, at the sole discretion of any Party and may be exercised as often as occasion therefore shall arise.

ARTICLE 7: GENERAL PROVISIONS

Section 7.01. Notice. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; (c) certified mail, return receipt requested; or (d) facsimile transmission, with proof of transmission:

If to Village: Elizabeth Scott, Village Manager
Village of University Park
44 Town Center Drive
University Park, Illinois 60484
Email: escott@university-park.com
Phone: 708-534-4651

With a copy to: Michael Castaldo, Jr.
Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Ste. 350
Naperville, Illinois 60563
Email: mcastaldojr@ottosenlaw.com
Phone: 630-614-7640

If to the Developer: Daniel J. Wander
TerraCo, Inc.
3201 Old Glenview Road, Suite 300
Chicago, Illinois 60091
Email: dwander@terracorealestate.com
Phone: 847-275-7074

With a copy to: Vlado Vranjes
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Email: vranjes@dlglawgroup.com
Phone: 708-222-7000

Section 7.02. Amendment. The Second Amendment and the Exhibits attached hereto may not be amended without the prior written consent of the Village and the Developer. The Corporate Authorities of the Village must pass an ordinance to approve the consent of the Village.

Section 7.03. Entire Agreement. The Second Amendment (including each Exhibit attached hereto, which is hereby incorporated herein by reference), the documents, agreements and other instruments to which reference is made herein or therein constitute the entire agreement regarding the Area C Project between the Parties hereto and supersede all prior agreements, negotiations, and discussions between the Parties relative to the subject matter hereof. To the extent of any conflict between the terms and conditions of the Existing Agreement and this Second Amendment, this Second Amendment shall govern and control.

Section 7.04. Limitation of Liability. No member, official or employee of the Village shall be personally liable to the Developer or any of its successor in interest in the event of any default or breach by the Village or for any amount which may become due to the Developer from the Village or any successor in interest or on any obligation under the terms of this Second Amendment. No member, manager, agent, or employee of the Developer shall be personally liable to the Village or any successor in interest in the event of any default or breach by the Developer or for any amount which may become due to the Village from the Developer or any successor in interest or on any obligation under the terms of this Second Amendment.

Section 7.05. Further Assurances. The Developer and the Village agree to take certain actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Second Amendment.

Section 7.06. Enforceability of Agreement.

A. This Second Amendment shall be enforceable in any court of competent jurisdiction within the County of Will, Illinois by any of the Parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described.

B. Any violation of this Second Amendment by a Party shall entitle the other Party to the remedy of specific performance, and any other remedy available at law or in equity, except as limited under Section 7.04 above, but in no event shall any judgment for incidental, consequential or punitive damages award be entered against the Village, its officers or employees or against the members, agents, managers or employees of the Developer and the Developer.

C. Subject to the provisions of Section 7.04, all remedies provided for in this Second Amendment are cumulative and the election or use of any remedy by any of the Parties hereto shall not preclude that party from pursuing such other or additional remedies or such other or additional relief as it may be entitled to either in law or in equity.

Section 7.07. Disclaimer. Nothing contained in this Second Amendment, nor any act of any or all Parties to this Second Amendment, shall be deemed construed by any of the Parties or by any third person, to create or imply any relationship of third-party beneficiary, principal, or agent, limited or general partnership or joint venture, or to create or imply any association or relationship by or among such Parties except as expressly set forth herein.

Section 7.08. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Section 7.09. Severability. If any provision in this Second Amendment, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Second Amendment shall be construed as if such invalid part were never included herein, and the remainder of this Second Amendment shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 7.10. Conflict. In the event of a conflict between any provisions of this Second Amendment and the provisions of the TIF Ordinances, if any, the TIF Ordinances shall prevail and control.

Section 7.11. Governing Law. This Second Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

Section 7.12. Form of Documents. All documents required by this Second Amendment to be submitted, delivered, or furnished to the Village shall be in form and content satisfactory to the Village, which approval shall not be unreasonably withheld or delayed.

Section 7.13. Binding Effect. This Second Amendment shall be binding upon the Developer and the Village and their respective successors and permitted

assigns (as provided herein) and shall inure to the benefit of the Developer and the Village and their successors and assigns.

Section 7.14. Exhibits. All the exhibits attached hereto are incorporated herein by reference.

Section 7.15. Third Parties. Except as provided in Section 5.04(B)(v), nothing in this Second Amendment, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Second Amendment on any other persons other than the Village or the Developer, nor is anything in this Second Amendment intended to relieve or discharge the obligation or liability of any third parties to either the Village or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village, the Developer and the Developer. Except as provided in Section 5.04(B)(v), this Second Amendment is not intended to and does not create any third-party beneficiary rights whatsoever.

Section 7.16. Time of the Essence. Time is of the essence of this Second Amendment.

Section 7.17. Cooperation. The Village and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village, the Developer, or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Second Amendment. The successful consummation of this Second Amendment and the Area C Project are in the best interests of the Parties and requires their continued cooperation. The Parties will use commercially reasonable efforts to cooperate with all reasonable requests made by the other party to effectuate the intent of this Second Amendment.

Section 7.18. Assignment.

A. The Developer, as set forth above, has the full and unfettered right to sell, assign, convey, transfer, lease, encumber, hypothecate, dispose, divide or transfer its interests under this Second Amendment including without limitation the benefits of the Developer's Note (the "Transfer").

The Developer shall notify the Village of any Transfer and provide the Village with payment instructions to allow the Village to pay the Village Contribution to the party(-ies) benefitted by the Transfer. The Developer shall have the full and unfettered right to sell, assign, convey, transfer, lease, encumber, hypothecate, dispose, divide or transfer its interests in the Area C Property.

B. Any Transfer shall be governed in whole or in part an assumption, in substantially the form as attached in **Exhibit I**, (the "Assumption"). Upon execution of the Assumption, the Developer shall be released from any obligation or responsibility under this Second Amendment. Any such transferee, assignee or other Party subject to the Assumption shall be entitled to the rights and benefits provided for herein.

Section 7.19. No Joint Venture, Agency or Partnership Created. Nothing in this Second Amendment, nor any actions of the Parties to this Second Amendment, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

Section 7.20. Reserved.

Section 7.21. Approvals; Materiality. Except as otherwise provided in this Second Amendment, whenever consent or approval of a party is required, such consent or approval shall not be unreasonably withheld, delayed, or conditioned. The Developer's performance obligations set forth in this Second Amendment shall be deemed complete upon material satisfaction of the same. Except as otherwise set forth in this Second Amendment, strict compliance with all monetary obligations hereunder shall be required.

Section 7.22 Force Majeure. Neither Party shall be deemed in default of this Second Amendment to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause (in whole or in part) beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, severe weather conditions, strikes or lockouts, and changes in laws, statutes, regulations, governmental approvals, or ordinances (collectively, the "**Force Majeure Conditions**"). The Party exercising the force majeure extension rights set forth in this Section 7.22 of this Second Amendment shall notify the other Party of its

intention to exercise the force majeure extension rights as soon a reasonably practical after the force majeure conditions become apparent. The Party exercising the Force Majeure extension rights shall be entitled to a day-for-day extension of time for each day the Force Majeure conditions extended the exercising Party's applicable deadline.

Section 7.23. Term. This Second Amendment shall be in full force and effect from the Effective Date and shall continue in effect, unless earlier terminated pursuant to the terms of this Second Amendment, until the Developer has received the full ~~principal balance amount~~ of the Village Contribution or the Maturity Date, whichever event occurs first (the "Term").

4. **Conflict.** If any terms or conditions of the Existing Agreement conflict with any terms or conditions of this Second Amendment, then the terms or conditions of this Second Amendment shall prevail.
5. **Limited Effect.** Except as amended by this Second Amendment, all original terms and conditions of the Existing Agreement, including the incentives to the Developer for constructing the Project, shall remain in effect during the Term.
6. **Counterparts and Electronic Signature.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both parties.

The Parties have executed this Amendment on the dates written below and this Amendment shall take effect on the date shown on page one.

[Remainder of this page left intentionally blank; Signature page follows]

**VILLAGE OF UNIVERSITY PARK, Illinois
an Illinois municipal corporation**

ATTEST:

Dorothy Jones, MMC
Village Clerk

By: _____
Joseph E. Roudez III, Mayor

Date: _____

**TERRACO – OM REAL ESTATE PARTNERS
– UNIVERSITY PARK**

By: _____
Dan Wander
Member and Authorized
Representative

Date: _____

State of Illinois)
)
County of Cook)

This instrument was acknowledged and signed before me on _____, 2023
by Dan Wander of TERRACO – OM REAL ESTATE PARTNERS – UNIVERSITY PARK.

By: _____
Signature of Notary Public

EXHIBIT A

Legal Description of Area C Property

PIN: 21-14-04-300-018-0000
(Previously PIN 21-14-04-300-007-0000)

Acres: 62.47, more or less

The East 1,143.83 feet to the Southwest Quarter of Section 4, Township 34 North, Range 13 East of the Third Principal Meridian, (excepting from said tract of land that part thereof falling in the following described property; the South 435.50 feet of the North 1,085.00 feet of the East 450 feet of the West 1,541 feet of said Southwest Quarter of Section 4), in Will County, Illinois.

Excepting therefrom the land conveyed to the Village of University Park, a municipal corporation, by Warranty Deed recorded May 7, 2014 as document R2014037955, described as follows:

Part of the South Half of Section 4, Township 34 North, Range 13 East of the Third Principal Meridian, Will County, Illinois, described as follows:

Beginning at the southeast corner of the Southwest Quarter of said Section 4; thence on an assumed bearing of South 88 degrees 58 minutes 28 seconds West, on the south line of said Southwest Quarter, 775.32 feet; thence North 01 degrees 01 minutes 32 seconds West, 50.00 feet to a point 17.00 feet normally distant northerly of the existing northerly right of way line of F.A.U. Route 1637 (University Parkway); thence North 88 degrees 58 minutes 28 seconds East, on a line 17.00 feet northerly of and parallel with said existing northerly right of way line, 775.36 feet; thence North 89 degrees 00 minutes 19 seconds East, continuing on a line 17.00 feet northerly of and parallel with said existing northerly right of way line, 1,531.68 feet; thence North 87 degrees 54 minutes 43 seconds East, 108.26 feet; thence North 43 degrees 40 minutes 36 seconds East, 21.50 feet to the existing westerly right of way line of Illinois Route 50 (Cicero Avenue); thence South 00 degrees 33 minutes 27 seconds East, on said existing westerly right of way line and its southerly extension, 67.35 feet to the south line of the Southeast Quarter of said Section 4; thence South 89

degrees 00 minutes 19 seconds West, on said south line, 1,654.50 feet to the Point of Beginning.

Said Parcel 1J60004 contains 2.795 acres or 121,760 square feet, more or less, of which 1.841 acres or 80,189 square feet, more or less, has been previously used or dedicated for highway purposes.

Also excepting therefrom the land conveyed to Chicago Title and Land Trust Company, as Trustee under Trust Agreement dated September 17, 1996 and known as Trust Number 5231, by Deed in Trust recorded April 6, 2021 as document R2021038078, described as follows:

The South 639.75 feet of the West 385.00 feet of the East 1,143.83 feet of the Southwest Quarter of Section 4, Township 34 North, Range 13 East of the Third Principal Meridian, excepting therefrom those parts taken for road widening per document No. R2012-103325 and R2014-037955, in Will County, Illinois.

EXHIBIT B

Definitions

All terms with initial capitalized letters in this Second Amendment shall have the meanings ascribed to them (1) in the Existing Agreement, (2) in the Recitals above, (3) otherwise in the body of this Second Amendment, and (4) the TIF Act. Whenever used in this Second Amendment, the following terms shall have the following meanings:

"Act" or "TIF Act" means the Tax Increment Allocation Redevelopment TIF Act, Sections 74.4-1 through 74.4-11 of the Illinois Compiled Statutes, as amended.

"Agreement" means the Existing Agreement and this Second Amendment between the Village and the Developer, and any modifications, amendments, or supplements that the Parties agreed to in writing.

"Amendment" means the first amendment to the Economic Incentive Agreement between the Village and the Development effective July 19, 2022.

"Area C Project" means the Area C Project described in Recital H and Exhibit D, and all work performed to construct the improvements as set forth in the Plans and Specifications.

"Area C Project Budget" means the projected and anticipated Area C Project Costs approved by the Village and attached hereto as Exhibit F.

"Area C Project Costs" means all costs actually incurred by the Developer in constructing the Area C Project, including the performance of all work, and any costs incidental thereto.

"Area C Project Schedule" means the schedule by which the Developer shall commence and complete the Area C Project as generally depicted in Exhibit C.

"Area C Property" means that certain real property legally described in Exhibit A.

"Available Incremental Taxes" has the meaning set forth in Section 3.02(B).

"Certificates of Reimbursable Project Costs" means a document substantially in the form of Exhibit G, attached hereto and incorporated herein by reference, provided by the Developer to the Village in accordance with this Second Amendment and evidencing Reimbursable Project Costs incurred by the Developer in relation to the Area C Project.

"Certificates of Substantial Completion" means certificates submitted by the Developer to the Village promptly after substantial completion of the respective Area C Project in accordance with the provisions of this Second Amendment, and in the form of Exhibit E.

"Corporate Authorities" means collectively the President and Board of Trustees of the Village.

"Developer" means Terraco – OM Real Estate Partners – University Park LLC.

"Effective Date" means the date upon which this Second Amendment becomes effective, as established by the first paragraph of this Second Amendment.

"Event of Default" means the occurrence of any one or more of the events set forth in Section 6.01(A) of this Second Amendment, subject to the provisions of Section 7.22 and 6.01(C).

"Equity" means the funds of the Developer irrevocably available to finance the construction of the Area C Project as and when required for the Area C Project.

"Existing Agreement" means the Original Agreement and the Amendment.

"Government Approvals" means all approvals and permits required by any governmental agency with regulatory authority for the implementation of the contemplated Project related to the Redevelopment Area and consistent with the Redevelopment Plan and Project and this Agreement.

"Incremental Taxes" means, pursuant to the authority granted under the Act, the ad valorem taxes, if any, arising from the property tax levies upon the Area C Property by taxing districts, which taxes are attributable to the increase in the current equalized assessed valuation of the Area C Property over and above the initial equalized assessed value of the Area C Property in the Redevelopment Project Area, as determined by the County Clerk of the County of Will, Illinois and paid to the Village for deposit into the STAF for the payment of Reimbursable Project Costs and obligations incurred in the payment thereof. The Incremental Taxes will only include increment generated from property taxes collected in the Redevelopment Project Area.

"Indemnified Parties" means each party to this Agreement, along with its employees, agents, independent contractors, and consultants, who are indemnified and held harmless subject to the terms and conditions set forth in Section 4.01.

"Laws" or "Legal Requirements" means any law, statute, rule code, regulation, ordinance, award, order, decree, judgment or injunction of or by any federal, state or local governmental authority, unit, district or entity or any agency, division or department thereof.

"Maturity Date" means the Note shall mature on the twentieth fifteenth (2015th) anniversary of the date the Village approved the respective Certificate of Reimbursable Project Costs.

"Noteholder" means the Developer or its successor in interest to the Note.

"Original Agreement" means the Economic Incentive Agreement between the Village and the Developer effective July 19, 2022.

"Party" means either the Village or the Developer.

"Parties" means collectively the Village and the Developer.

"Plans and Specifications" means the plans, drawings, specifications, and other documents for the Area C Project, describing or showing the scope and detail of the proposed building, structure and improvements at the Area C Property, as submitted to the Village.

"Redevelopment Agreement" means Second Amendment.

"Redevelopment Project Area" means the area legally described in the Redevelopment Plan as a redevelopment project area which is identified as the University Park TIF 7 – Steger Road and Central Avenue Redevelopment Project Area.

"Reimbursable Project Costs" means the Area C Project Costs, including those incurred prior to the Effective Date, for which the Developer is eligible for reimbursement under the Act and the Redevelopment Plan, and as identified as a "Reimbursable Project Cost" on Exhibit G.

"Second Amendment" means this Second Amendment to the Original Agreement between the Parties.

"STAF" has the meaning set forth in Section 3.02.

"Term" has the meaning set forth in Section 7.23.

"Village" means the Village of University Park, Will and Cook Counties, Illinois, an Illinois municipal corporation duly organized and existing under the general laws of the State of Illinois.

"Village Code" means the Municipal Code of University Park, Illinois, as it may in the future be amended.

3/24/2023 1:06 PM 3/15/2023 1:39 PM 3/14/2023 5:00 PM

EXHIBIT C

Area C Project Schedule

EXHIBIT D

Area C Project

The following work comprises the Area C Project:

EXHIBIT E

*Form of Certificate of Substantial
Completion for the Area C Project*

**CERTIFICATE OF SUBSTANTIAL
COMPLETION FOR THE AREA C PROJECT**

The undersigned, **TERRACO – OM REAL ESTATE PARTNERS – UNIVERSITY PARK LLC** (the “**Developer**”), pursuant to the Second Amendment to the Economic Incentive Agreement, dated _____, 2023 between the Village of University Park, Will and Cook Counties, Illinois (the “**Village**”) and Developer (the “**Redevelopment Agreement**”) for the property legally described on **Appendix A**, hereby certifies to the Village as follows:

1. That as of _____, 20__ the Area C Project (as such term is defined in the Redevelopment Agreement) has been substantially completed in accordance with the terms and conditions of the Redevelopment Agreement.
2. The Area C Project has been completed in a good and workmanlike manner and in accordance with the Plans and Specifications, all as set forth in the Redevelopment Agreement.
3. Lien waivers for applicable portions of the Area C Project have been obtained.
4. This Certificate of Substantial Completion is being issued by the Developer to the Village in accordance with the Redevelopment Agreement to evidence the Developer’s satisfaction of all obligations and covenants under solely Article One of the Redevelopment Agreement with respect to the Area C Project.
5. The Village’s acceptance (below) or the Village’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate of Substantial Completion to the Village (which specific written objection, as set forth in the Redevelopment Agreement, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate of Substantial Completion with the Will County Recorder of Deeds, shall evidence the satisfaction of the

Developer's agreements and covenants to construct the Area C Project.

Upon such acceptance, or failure to object, by the Village, the Developer may record this Certificate in the office of the Will County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ___ day of _____, 20__.

By: _____

Signed and sworn before me by _____

this ___ day of _____, 20__.

Notary Public

ACCEPTED:
VILLAGE OF UNIVERSITY PARK,
ILLINOIS, an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Appendix A

Legal Description

EXHIBIT F

Project Budget

Summary of Eligible Redevelopment Project Costs

<u>Description</u>	<u>Value</u>	<u>Soft Costs (5%)</u>	<u>Escalation (5%)</u>	<u>Total</u>
<u>Land acquisition costs</u>	<u>\$3,240,000</u>	<u>N/A</u>	<u>N/A</u>	<u>\$3,240,000</u>
<u>Site development costs</u>	<u>\$8,330,339</u>	<u>\$416,517</u>	<u>\$437,343</u>	<u>\$9,184,199</u>
<u>Total:</u>				<u>\$12,424,199</u>

EXHIBIT G

*Form of Certificate of Reimbursable
Project Costs for the Area C Project*

**CERTIFICATE OF REIMBURSABLE PROJECT
COSTS FOR THE AREA C PROJECT**

The Village Manager
Village of University Park

Re: Redevelopment Area

Terms not otherwise defined herein shall have the meanings ascribed to such terms in the ~~Redevelopment Agreement~~ Second Amendment to the Economic Incentive Agreement dated _____, 20__ (the "*Redevelopment Agreement*"). In connection with the Redevelopment Agreement, the undersigned hereby states and certifies that:

1. **Schedule 1** is incorporated herein by reference. Each item listed on **Schedule 1** hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the Area C Project. Identified on the attached Schedule 1 are the name, business address and business phone number of all contractors, subcontractors and/or suppliers who were paid directly by the Developer and for which the amount identified herein shall reimburse the Developer; also included as part of Schedule 1 are all applicable contracts, paid invoices and lien waivers in relation to said contractors, subcontractors and/or suppliers as well as proof of payment of said invoices. The information and documentation constituting Schedule 1 is accurate, verified and complete.

2. The Reimbursable Project Costs on **Schedule 1**: (i) were necessary for the completion of the Area C Project, (ii) have been paid by the Developer and are eligible for reimbursement under the TIF Act, the Redevelopment Plan and the Redevelopment Agreement, and (iii) were incurred in accordance with the Redevelopment Agreement.

3. The Reimbursable Project Costs listed on **Schedule 1** have not previously been paid or reimbursed from money derived from

Incremental Revenues or any money derived from any project fund established pursuant to the Redevelopment Agreement, and no part thereof has been included in any other Certificate of Reimbursable Project Costs previously filed with the Village.

4. The Developer has kept and maintained financial records related to the Reimbursable Project Costs listed on **Schedule 1** in compliance with the Redevelopment Agreement.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Redevelopment Agreement, Developer shall have the right to identify and substitute other eligible Reimbursable Project Costs for payment hereunder, subject to limitations under the Redevelopment Agreement.

8. The Redevelopment Agreement is in full force and effect; and no Event of Default exists under the Redevelopment Agreement.

9. All of the Developer's representations and warranties set forth in the Redevelopment Agreement remain true and correct as of the date hereof.

10. The development and construction of the Area C Project complies with the Area C Project Schedule.

11. The Reimbursable Project Costs set forth herein for the Area C Project is not in excess of an amount equal to \$8,000,000.

Developer agrees that if prior to the time of acceptance by the Village any matter certified to herein by it will not be true and correct in all material respects at such time as if then made, it will immediately so notify the Village. Except to the extent, if any, that prior to the time of the Village's approval of Reimbursable Project Costs for the Area C Project, the Village

shall receive written notice to the contrary from the Developer, each matter certified to herein shall be deemed once again to be certified as true and correct at the date of approval of Reimbursable Project Costs as if then made.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ___ day of _____, 20__.

By: _____

Signed and sworn before me by _____
this ___ day of _____, 20__.

Notary Public

APPROVED:
VILLAGE OF UNIVERSITY PARK,
ILLINOIS, an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Schedule 1

**Reimbursable Project Costs (RPC)
Schedule for the Area C Project**

Date: _____

Page ___ of ___

Total Project Costs Incurred for the Area C Project: \$_____.

	Vendor Name/Address	Phone	Description	Project Budget Item (Exhibit F)	Invoice Date	Payment Date	Total Amount Paid	Requested Certification Amount
#								
—								
—								
—								
—								
—								
—								
—								
—								
—								

Total RPC Request for the Area C Project: \$_____.

****Attached hereto are the contracts, invoices, proof of payment and lien waivers corresponding to each of the above cited vendors for which the Developer seeks such costs to be certified as a Reimbursable Project Cost.**

Signature of Developer

EXHIBIT H

DEVELOPER'S NOTE

EXHIBIT I

ASSUMPTION OF NOTE

THIS ASSUMPTION OF NOTE (this "Assumption") dated as of the ___ day of _____, 20__ (the "Effective Date") by and between the Developer (jointly, the "Assignor") and _____, a _____ ("Assignee").

RECITALS

A. Assignor is currently the owner of certain real property located in the Village of University Park, Will County, Illinois, as described on Exhibit A; and

B. Assignor entered into that certain Second Amendment to the Economic Incentive Agreement by and between the Village of University Park (the "Village") and Assignor, dated _____, 20__ ("Redevelopment Agreement"); and

C. Assignor desires to assign the Note and Redevelopment Agreement, and Assignee desires to assume the Note and Redevelopment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Section 1. Recitals. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Assumption and are incorporated into and made a part of this Assumption as though they were fully set forth herein. The Parties acknowledge the accuracy and validity of such statements, representations, covenants and recitations.

Section 2. No Change in Defined Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Section 3. Assumption. Assignor hereby assigns its interest in the Note. Upon Assignee's execution and delivery of this Assumption, Assignor shall be released from any obligation or responsibility under the Redevelopment Agreement. Developer, as part of the assignment and assumption process, agrees to and shall notify the Village of the Transfer and as part of the notice shall provide the name, address, responsible party, proper payment instructions to allow the Village to pay the Village Contribution to the

Assignee if the Village Contribution is being assigned as part of this transaction and ensure all proper documentation lists the Assignee as the Noteholder.

Section 4. Third Party Beneficiaries. Except for the Village and the successor(s)-in-interest, if any, to the Developer's Note, which the parties hereto explicitly recognize as third-party beneficiaries to this Assumption, Assignor and Assignee do not intend, and this Assumption shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

Section 5. Counterparts. This Assumption may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 6. Governing Law. This Assumption shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Illinois, without regard to its conflict principles.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assumption pursuant to all requisite authorizations as of the date first above written.

ASSIGNEE:

[Signature]

[Name]

[Its]

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of _____, 20__, before me, personally appeared _____, personally known, who being by me duly sworn did say that he is the Manager of _____, a _____, that said instrument was signed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

EXHIBIT A

Legal Description of Property

EXHIBIT H

DEVELOPER'S NOTE

REGISTERED NO. _____

REGISTERED-MAXIMUM
AMOUNT OF:
\$-8,000_____000.00

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK

VILLAGE OF UNIVERSITY PARK, ILLINOIS
TAX-EXEMPT TAX INCREMENT ALLOCATION REVENUE NOTE
UNIVERSITY PARK TIF 7 – STEGER ROAD AND CENTRAL
AVENUE REDEVELOPMENT PROJECT AREA
SERIES 2023 [A]

Dated Date: TBD – [~~Date of Issuance~~Effective Date of the Agreement]
Final Maturity: TBD [~~n 2015~~th anniversary of the date the Village approved the
~~respective~~ Certificate of Reimbursable Project Costs]
Registered Owner: Terraco – OM Real Estate Partners – University Park LLC
Principal Amount: \$ 8,000,000
Interest Rate: Zero-Five Percent (05%) per annum, commencing on the first
January 1st after the Dated Date until the Maximum Amount has
been paid or the Final Maturity.

KNOW ALL PERSONS BY THESE PRESENTS that the Village of University Park, Will and Cook Counties, Illinois (the "Village") an Illinois municipal corporation, hereby acknowledges itself to owe and promises to pay to the Registered Owner identified above and all subsequent Noteholders (as defined below) up to the Principal Amount identified above, and to pay current interest at the Interest Rate identified above (computed on the basis of a 360-day year consisting of twelve 30-day months) on the outstanding Principal Amount and any deferred accrued interest ~~from the Dated Date identified as described~~ above or from the most recent Interest payment date to which interest has been paid or duly provided for, until the Maximum Payment is Principal, current interest and deferred accrued interest are paid in the manner hereinafter provided. All payments of Principal and Interest on this Note shall be made

40 in accordance with the terms of the SECOND AMENDMENT TO THE ECONOMIC INCENTIVE
41 AGREEMENT, by and between the Village of University Park, Illinois, an Illinois municipal
42 corporation, and Terraco – OM Real Estate Partners – University Park LLC, an Illinois
43 limited liability company, dated _____ 2023 (the “Redevelopment
44 Agreement”), including any payments made pursuant to optional prepayment. The
45 Principal Amount of this Note and Interest shall be determined as set forth in Section
46 2.04(B) in the Redevelopment Agreement but shall not be less than \$ 8,000,000. The terms
47 “Note” and “Developer’s Note” shall be read synonymously herein.

48
49 The Village Contribution pledged by the Village pursuant to the
50 Redevelopment Agreement to reimburse Reimbursable Project Costs shall be paid solely
51 from Available Incremental Taxes. The Village has or will establish and maintain a
52 special tax allocation fund, as required by the Act, for the deposit of Incremental Taxes
53 received by the Village (the “STAF”). The Village has or will promptly establish and
54 maintain a sub-account within the STAF for the deposit of Available Incremental Taxes
55 (the “~~XXX-Terraco~~ Sub-Account”). On October 1 of each year during the Term, or the
56 date which is ten (10) days following the date upon which the Village receives the
57 Incremental Taxes from the second installment of real estate taxes from the real estate
58 assigned PIN 21-14-04-300-018-0000 (Previously PIN 21-14-04-300-007-0000), University
59 Park, Illinois (the “Property”), whichever occurs later (the “~~XXX-Terraco~~ Sub-Account
60 Allocation Date”), the Village shall transfer to the ~~XXX-Terraco~~ Sub-Account one
61 hundred percent (100%) of the Incremental Taxes that are generated from the Area C
62 Property and credited to the STAF from the immediately preceding ~~XXX-Terraco~~ Sub-
63 Account Allocation Date to, but not including, the current ~~XXX-Terraco~~ Sub-Account
64 Allocation Date (the “Available Incremental Taxes”). The Available Incremental Taxes
65 shall be pledged to and be used solely to meet ~~the-its~~ payment obligations on the
66 Developer’s Note, as the case may be. As it relates to the Available Incremental Taxes,
67 the Developer’s Note shall not be subordinate to any other obligations of the Village.
68 Upon satisfaction of this Note any remaining Incremental Taxes in the STAF not allocated
69 to the ~~XXX-Terraco~~ Sub-Account as provided in the Redevelopment Agreement shall be
70 utilized by the Village, in its sole discretion, for any purpose permitted under the Act (the
71 “Village Incremental Taxes”). Any distribution of Incremental Taxes between the
72 Available Incremental Taxes and any Village Incremental Taxes shall be on a *pari passu*
73 basis. Any amount remaining in the ~~XXX-Terraco~~ Sub-Account, after the full redemption
74 of the Developer’s Note, as may be applicable, shall be transferred by the Village to the
75 STAF and such funds shall thereafter be Village Incremental Taxes.

76
77 **THIS NOTE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF**
78 **THE VILLAGE, NOR SHALL IT BE SECURED BY THE FULL FAITH AND CREDIT**
79 **OF THE VILLAGE. THIS NOTE SHALL BE PAYABLE SOLELY FROM**
80 **AVAILABLE INCREMENTAL TAXES DEPOSITED FROM TIME TO TIME INTO**

81 THE ~~XXX~~TERRACO SUB-ACCOUNT. INSUFFICIENCY OF THE TERRACO~~XXX~~ SUB-
82 ACCOUNT TO PAY THE INTEREST OR PRINCIPAL OBLIGATION RELATING
83 TO THIS NOTE WHEN DUE SHALL NOT BE A DEFAULT THEREON, AND NO
84 NOTE HOLDER THEREOF SHALL HAVE ANY RECOURSE WHATSOEVER
85 AGAINST THE VILLAGE, IN THE EVENT THAT THE AVAILABLE
86 INCREMENTAL TAXES ARE INSUFFICIENT TO PAY ANY INTEREST OR
87 PRINCIPAL OBLIGATION WHEN DUE, WHETHER AT STATED MATURITY OR
88 REDEMPTION.

89
90 This Note is issued pursuant to the Redevelopment Agreement and Village
91 Ordinance No. _____ passed by the President and Board of Trustees of the
92 Village of University Park on _____ (the "Ordinance") and
93 concurrently with the Village's acceptance of the Certificate Reimbursable Project Costs
94 for the Area C Project as set forth in the Redevelopment Agreement. No further
95 legislative acts need be taken to allow for the issuance of this Developer's Note or the
96 payments to be made hereunder.

97
98 This Developer's Note is issued pursuant to the exercise of the Village's power
99 and authority under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS
100 5/11-74.4-1 *et seq.* (the "Act") and the Village's Home Rule Powers.

101
102 Terms used in this Note that are defined and used in the Redevelopment
103 Agreement, shall have the same meanings as in the Act, Ordinance, or the
104 Redevelopment Agreement. In the event of any conflict between the terms of this Note
105 and the Ordinance or the Redevelopment Agreement, the Ordinance or the
106 Redevelopment Agreement shall govern and control. The covenants, conditions and
107 agreements contained in the Ordinance and the Redevelopment Agreement are hereby
108 incorporated into this Note by this reference as if fully set forth in this Note. The
109 Noteholder is an intended third-party beneficiary of the Redevelopment Agreement. The
110 Registered Owner or subsequent "Noteholder" as this Note may be transferred or
111 assigned pursuant to the terms of the Redevelopment Agreement by acceptance of this
112 Note assents to certain terms and provisions of the Redevelopment Agreement. The Note
113 may be freely transferred to any successor Noteholder without approval of the Village, a
114 prior Noteholder, or the Registered Owner.

115
116 This Note and the obligation to pay the Principal of and Interest on this Note
117 are limited obligations of the Village and are payable solely and only from the
118 Incremental Taxes available in the ~~XXX-Terraco~~ Sub-Account in accordance with the
119 provisions of the Redevelopment Agreement twice annually on February 15th and August
120 15th of each year commencing on the Dated Date and each February 15th thereafter and
121 with respect to Final Maturity, until the Principal and Interest on this Note is paid in full.

122 With respect to any amounts due hereunder at Final Maturity, the Village shall pay to the
123 holder hereof all Available Incremental Taxes received by the Village as of Final Maturity.
124

125 The Interest and Principal on this Note shall be paid on February 15th and
126 August 15th of each year (the "**Regular Payment Dates**") commencing as of the Dated
127 Date (from any Available Incremental Taxes in the Terraco XXX-Sub-Account) and
128 ending on the Final Maturity unless the Principal of this Note and all Interest are paid in
129 full on an earlier date. To the extent Available Incremental Taxes have been deposited in
130 and are available from the Terraco XXX-Sub-Account for payment of the Principal and
131 Interest on this Note, such payments shall be applied first to the payment of any deferred
132 accrued interest, second to the payment of any current interest and third to the
133 mandatory prepayment of Principal.
134

135 This Note shall mature at the Final Maturity set forth above or the full payment
136 of the Principal and all Interest due under the terms of this Note. If, after payment of all
137 Available Incremental Taxes received by the Village as of Final Maturity, any outstanding
138 financial obligation on this Note exists, such outstanding sum shall be forgiven in full by
139 the Noteholder, and the Village shall have no further obligation to pay such outstanding
140 sum. Notwithstanding anything to the contrary herein contained, this Note shall be
141 canceled automatically on the Final Maturity without further action by any party.
142

143 This Note is subject to prepayment prior to maturity at the option of the
144 Village, in whole or in part, on any date on or after the Dated Date, at the prepayment
145 price of one hundred percent (100%) of the outstanding principal amount thereof being
146 redeemed plus accrued but unpaid interest to the prepayment date.
147

148 This Note is subject to mandatory prepayment of Principal as set forth in the
149 Redevelopment Agreement on February 15th and August 15th of each year commencing
150 on the Dated Date and on each February 15th and August 15th thereafter from Available
151 Incremental Taxes available in the Terraco XXX-Sub-Account after the payment of all
152 Interest due and owing.
153

154 Payment of the Principal and Interest on this Note shall be paid by (i) check or
155 draft of the Note Registrar (as defined below), who shall serve as the "**Paying Agent**," (as
156 permissible by law) or (ii) wire transfer of immediately available federal funds to such
157 bank or other financial institution account as the Registered Owner or successor
158 Noteholder may from time to time direct, payable in lawful money of the United States
159 of America, to the person in whose name such Notes is registered at the close of business
160 as of the 15th day immediately preceding any Payment Date. Payments shall be made in
161 such coin or currency of the United States of America as at the time of payment is legal
162 tender for the payment of public and private debts.

163
164 The Paying Agent of this Note shall detail its payment record on the Schedule
165 attached hereto, any payment of Interest, deferred accrued interest and Principal and
166 shall provide such Schedule, with such details, to the Registered Owner hereof.

167
168 Upon the Village's failure to perform, keep or observe, in all material respects,
169 its covenants, conditions and obligations under this Note, the Redevelopment Agreement
170 or the Ordinance, or upon the occurrence of any other Event of Default by the Village,
171 that continues after written notice thereof and the expiration of the applicable curative
172 period without cure having been effectuated, the sole remedies of Noteholder shall be
173 injunctive relief, specific performance, *mandamus, quo warranto* and an action for
174 compensatory damages in the event the Village fails to deposit, pay and transfer
175 Available Incremental Taxes in accordance with this Note, the Ordinance or Article Three
176 of the Redevelopment Agreement. Notwithstanding the foregoing, that neither the
177 payment of Principal nor the payment of Interest on this Note shall be deemed or
178 declared to be in default so long as all amounts on deposit from the Available Incremental
179 Taxes have been applied to the payments of Principal and Interest on this Note at the
180 times and in the manner and to the extent provided in the Redevelopment Agreement.
181 A Noteholder shall not be entitled to economic, consequential, incidental, preventative,
182 or punitive damages resulting from an Event of Default by the Village. In the event a
183 party shall fail to perform a monetary covenant that it is required to perform under this
184 Note, the Ordinance or the Redevelopment Agreement, notwithstanding any other
185 provision of the Redevelopment Agreement to the contrary, an Event of Default shall not
186 be deemed to have occurred unless that party has failed to perform such monetary
187 covenant within thirty (30) days of its receipt of a written notice from the other party
188 specifying that it has failed to perform such monetary covenant.

189
190 No delay on the part of the Noteholder in exercising any option to demand
191 payment shall operate as a waiver thereof or preclude the exercise thereof at any time
192 during the continuance of a default.

193
194 All the covenants, conditions and agreements contained in this Note shall
195 extend to and shall be binding upon the successors and the assigns of the respective
196 parties to the extent the assignment is made pursuant to this Note or under the
197 Redevelopment Agreement.

198
199 The Treasurer of the Village of University Park, Illinois has been appointed
200 under the provisions of the Ordinance as Note Registrar (the "Note Registrar") for
201 purposes of registration of this Note. The person in whose name this Note is registered
202 may be deemed by the Village and the Note Registrar to be the sole owner and
203 Noteholder for all purposes, and any notice to the contrary shall not be binding upon the

204 Village or the Note Registrar.

205
206 This Series 2023[A]Note may be transferred or exchanged in whole or in part.
207 Prior to any such transfer or exchange, the Note Registrar shall be provided the name and
208 mailing address of the successor-in-interest to the Note and such successor-in-interest
209 shall be provided a fully executed copy of the Redevelopment Agreement.

210
211 It is hereby certified, recited and declared that all acts, conditions, and things
212 required to exist happen and be performed precedent to the issuance of this Note to exist,
213 have happened, have been performed in due time, form and manner as required by law.

214
215 **IN WITNESS WHEREOF**, the Village of University Park, Illinois has caused
216 this Note to be executed by its President and its corporate seal to be impressed hereon
217 and attested by its Clerk as of the date set forth above.

218
219 **VILLAGE OF UNIVERSITY PARK,**
220 **WILL AND COOK COUNTIES, ILLINOIS**

221
222
223 _____
224 President

225 (SEAL)

226
227 Attest:

228
229
230 _____
231 Clerk

232
233 **CERTIFICATE OF AUTHENTICATION**

234
235 This Note is one of the Notes described in the Redevelopment Agreement and is
236 one of the Tax-Exempt Tax Increment Allocation Revenue Notes, University Park TIF 7 –
237 Steger Road and Central Avenue Redevelopment Project Area TIF District, Series
238 2023[A], of the Village of University Park, Will and Cook Counties, Illinois.

239
240 **TREASURER OF THE VILLAGE OF**
241 **UNIVERSITY PARK, ILLINOIS, as Note Registrar**

242
243
244 By _____
245 Authorized Representation

SCHEDULE

DATE	DEFERRED ACCRUED INTEREST PAID	CURRENT INTEREST PAID	PRINCIPAL PAID	PRINCIPAL BALANCE	DEFERRED ACCRUED INTEREST
2/15/2024					
8/15/2024					
2/15/2025					
8/15/2025					
2/15/2026					
8/15/2026					
2/15/2027					
8/15/2027					
2/15/2028					
8/15/2028					
2/15/2029					
8/15/2029					
2/15/2030					
8/15/2030					
2/15/2031					
8/15/2031					
2/15/2032					
8/15/2032					
2/15/2033					

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2/15/2035					
8/15/2035					
2/15/2036					
8/15/2036					
2/15/2037					
8/15/2037					
2/15/2038					
8/15/2038					
Final Maturity 2/15/2039					
8/11/2039	-	-	-	-	-
2/11/2040	-	-	-	-	-
8/11/2040	-	-	-	-	-
2/11/2041	-	-	-	-	-
8/11/2041	-	-	-	-	-
2/11/2042	-	-	-	-	-
8/11/2042	-	-	-	-	-
2/11/2043	-	-	-	-	-
8/11/2043	-	-	-	-	-
Final Maturity: 2/11/2044	-	-	-	-	-

VILLAGE OF UNIVERSITY PARK

Request For Board Action

AGENDA SECTION: CONSENT AGENDA

DOCKET NUMBER: F-2e:

First, Second, and Third Readings – An Ordinance Authorizing and Approving A Long-term Lease Agreement for Units 38 & 40 between the Village of University Park and United Dental Resources Corporation

SUMMARY OF REQUESTED ACTION REGULAR MEETING OF: March 28, 2023

Presented For Your Consideration And Approval Is An Ordinance Authorizing and Approving A Long-term Lease Agreement for Units 38 & 40 between the Village of University Park and United Dental Resources Corporation.

NOTE: Proper Notification Of The Board's Intent To Take This Action Was Published In The Daily Southtown Newspaper. A Copy Of The Newspaper Article Is Attached.

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

ORDINANCE

NUMBER _____

**AN ORDINANCE
APPROVING AND AUTHORIZING
THE EXECUTION OF
A LONG-TERM LEASE AGREEMENT
FOR THE PROPERTY COMMONLY REFERRED TO AS
UNIT 38 AND UNIT 40, TOWN CENTER DRIVE,
UNIVERSITY PARK, ILLINOIS 60484-2800**

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 28th day of March, 2023

ORDINANCE NO. _____

**AN ORDINANCE
APPROVING AND AUTHORIZING
THE EXECUTION OF
A LONG-TERM LEASE AGREEMENT
FOR THE PROPERTY COMMONLY REFERRED TO AS
UNIT 38 AND UNIT 40, TOWN CENTER DRIVE,
UNIVERSITY PARK, ILLINOIS 60484-2800**

WHEREAS, the Village of University Park is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of University Park (hereinafter referred to as "Village") presently owns various parcels of real estate throughout the village and is interested in leasing said parcels for specific periods in time pursuant to the village's redevelopment plans;

WHEREAS, the Village recognizes that the lease of real estate set described herein will assist in the redevelopment of not only the subject real estate but promote the redevelopment of the surrounding area and adjacent parcels or real estate;

WHEREAS, the Village owns the parcel of real estate commonly referred to as, Unit 38 and Unit 40, Town Center Drive, University Park, Illinois, 60148-2800 and is desirous of leasing said real estate for a term not to exceed ninety-nine years;

WHEREAS, the Village according to Illinois Compiled Statutes, 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2, may approve pursuant to ordinance the lease of any municipal owned real estate;

WHEREAS, pursuant to the guidelines set forth within 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2, the corporate authorities may authorize the lease of real estate for a term not to exceed ninety-nine years;

WHEREAS, pursuant to said guidelines, the Village of University Park has published notice of its intent to enter into a lease agreement for the real estate referenced herein; and

WHEREAS, in the opinion of the corporate authorities of the Village of University Park it is in the best interests of the Village to lease the real estate referred to herein, for a term not to exceed ninety-nine years, pursuant to the terms and conditions of the lease agreement.

NOW, THEREFORE, BE IT ORDAINED, in open meeting assembled, by the Village President 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 hereinbefore stated as contained in the preamble to the ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

Section Two – Approval of Lease Agreement

The Corporate Authorities of the Village of University Park hereby approve the Lease of Agreement for the real estate commonly referred to as the intersection located at Unit 100, Town Center Drive, University Park, Illinois 60484-2800 (hereinafter referred to as the "Subject Property"), substantially in the form attached hereto and made a part hereof as Exhibit A. The Corporate Authorities further authorize and approve the lease of the Subject Property for a period of four (4) years with one four (4) year option.

Section Three - Authorization

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to the Lease Agreement, substantially in the form of such Lease Agreement which is attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Lease Agreement.

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 ordinance 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 ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six – Effective Date

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

Section Seven - Publication

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

Section Eight – Conflict Clause

All ordinances, parts of ordinances, resolutions, parts of resolutions 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 ordinance 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 ordinance, which are hereby declared to be separable.

Section Ten – Recording

This ordinance 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
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 28th day of March, 2023:

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 Ordinance No. _____

**AN ORDINANCE APPROVING AND AUTHORIZING
 THE EXECUTION OF A LONG-TERM LEASE AGREEMENT
 FOR THE PROPERTY COMMONLY REFERRED TO AS
 UNIT 38 AND UNIT 40, TOWN CENTER DRIVE, UNIVERSITY PARK, ILLINOIS 60484-2800**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on March 28, 2023 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 ordinance were conducted openly, that the vote on the adoption of said ordinance 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)

Exhibit A
Lease Agreement

LEASE OF COMMERCIAL PROPERTY

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is executed as of this 28th day of March, 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 United Dental Resources Corporation (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 marketing manufacturing and distribution center on the premises located at 38 and 40 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 \$1,000.00 with Lessor, which amount shall be held by Lessor as security for the full and timely performance by Lessee of the terms and conditions of this lease agreement. No interest shall be paid on the deposit. The security deposit shall be returned to Lessee at the expiration of this lease agreement provided that all the terms and conditions contained in this lease agreement have been fully performed by Lessee.
3. Lessee will pay, in addition to the rent above specified, all sewer and water, gas, telephone and electric light and power bills taxed, levied or charged on the Premises, real estate taxes, and liability insurance for and during the time for which this lease is granted, and in case said bills shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid are declared to be so much additional rent payable with the installment of rent next due thereafter.
4. Lessee shall not assign this lease without the prior written consent of the Lessor. If Lessee shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.
5. Lessee will not allow the Premises to be used for any purpose other than that herein specified, a distribution center. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the prior written permission of Lessor. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances.
6. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor prior to or at the execution of this lease that are not herein expressed.

7. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition and in good repair, all according to applicable statutes and ordinances and the directions of public officers thereunto duly authorized, all at its own expense, and shall yield the same back to Lessor upon the termination of this lease, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure at replacement value all glass in windows and doors of the Premises at its own expense 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 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, trap-door, stairs, walks or any other place upon or near the Premises, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.
11. Any fixtures previously installed 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 untenable 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 up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination, then Lessor may at its option within thirty days after termination serve written notice upon Lessee that such holding over constitutes either (a) 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 affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

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

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

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

of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

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

24. 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.

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

Lessor:

Lessee:

Village of University Park

United Dental Resources Corporation

Village Manager

Attest:

SUBSCRIBED and SWORN to before
me this 28th day of March, 2023

SUBSCRIBED and SWORN to before
me this ____ day of _____, 2023

Notary Public

Notary Public

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 \$1,050.00 (one thousand fifty 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 four year term upon 90 days written notice prior to expiration of the lease term. The lease amount for the option shall period shall be \$1,500.00 (one thousand five 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 condition to the execution of this lease, for and in consideration of an additional ten (\$10.00) dollars, the sufficiency of which is acknowledged as in-hand paid, _____, as either the individual tenant or as the officer, director, member, or manager of the Lessee of the Lease, personally guarantees, in addition to the corporate guarantees contained herein, that the terms, conditions, and payments of this lease and any extensions thereto will be paid.

Should the terms, conditions, and payments not be paid, I, _____, personally accept responsibility for all amounts due and owing and hereby agree that I will personally make any and all payments for amounts owing or owed.

Dated: _____, 2020

Guarantor of Lessee

SUBSCRIBED and SWORN to before
me this _____ day of _____, 2023.

Notary Public

(SEAL)

THE BEACON-NEWS NEWS-SUN NAPERVILLE SUN
 THE COURIER-NEWS Post-Tribune DAILY Southtown

Classifieds

24/7 PLACE YOUR CLASSIFIED AD ONLINE AT:
PLACEANAD.TRIBUNESUBURBS.COM OR CALL: 866-399-0537

EQUAL HOUSING OPPORTUNITIES

All real estate advertised in this newspaper is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, in the sale, rental, or financing of housing. In addition the Illinois Human Rights Act prohibits discrimination based on age, ancestry, marital status, sexual orientation or unfavorable military discharge. This paper will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. If you believe you have been discriminated against in connection with the sale, rental or financing of housing, Call:

West City and Suburbs:
HOPE Fair Housing Center
630-690-6500

South City and Suburbs:
South Suburban Housing Center
708-957-4674

North City and Suburbs:
Interfaith Housing Center of the Northern Suburbs
847-501-5760

REAL ESTATE FOR SALE

Judicial Sales - Real Estate

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION FIFTH THIRD BANK, NATIONAL ASSOCIATION; Plaintiff, vs. DEANDRE J. STRICKLAND; UNKNOWN OWNERS AND NONRECORD CLAIMANTS; Defendants, 22 CH 474. NOTICE OF SALE PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a judgment of Foreclosure and Sale entered in the above entitled cause Intercounty Judicial Sales Corporation will on Monday, April 17, 2023 at the hour of 11 a.m. in their office at 120 West Madison Street, Suite 718A, Chicago, Illinois, sell at public auction to the highest bidder for cash, as set forth below, the following described mortgaged real estate:

Bid Notice

Bid Notice

FORM 4B
INVITATION FOR BIDS
 NOTICE IS HEREBY GIVEN by the Mayor and Board of Trustees of the Village of Dolton, Cook County, Illinois, that sealed bids will be received for the following improvement(s):

Water Main Replacement Project
 CREATE WA11
 CDBG Project # 2007-107
 REL Project # 22-R0498

Said bids will be received up to the hour of 12:00 P.M., Central Standard Time, on the 27th day of March 2023 at the Village Clerk's Office, in the Village Hall, located at 14122 Dr. Martin Luther King Jr. Drive, Dolton, Illinois, 60419, and will be publicly opened and read at 12:01 P.M. on Monday March 27, 2023.

Pre-bid meeting is NON-MANDATORY and will be held on the 14th day of March 2023 11:00 A.M. at the office of Robinson Engineering Ltd, 17000 South Park Ave, South Holland, Illinois 60473.

The bidding forms and documents are available at the office of Robinson Engineering Ltd, 17000 South Park Ave, South Holland, Illinois 60473, (708-331-8700). However, they may only be obtained electronically via email. Email reladministrative@relit.com to obtain a digital set. Pre-qualifications will be required of all bidders on this project. The Engineer has been authorized to refuse to issue plans, specifications and proposals to any person, firm, or corporation that he or she considers to be unqualified. Proposals must be submitted in the forms provided. No proposals will be issued to bidders after 12:00 PM, on the 24th day of March 2023. All proposals or bids offered must be accompanied by a bid bond, cash, or certified check made payable to the Village of Dolton in the amount of not less than ten percent (10%) of the total amount of the proposal as a guarantee that if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

PREQUALIFICATIONS OF BIDDERS in accordance with Section 102.01 of the Standard Specifications will be required of all bidders on this project.

No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and the Board of Trustees of the Village of Dolton for a period of forty-five (45) days after the scheduled time of closing bids.

The bidder is specifically advised that the Village of Dolton is a subgrantee of the County of Cook of a grant made pursuant to the Housing and Community Development Act of 1974, pursuant to an agreement entered into and between the County of Cook and the Village of Dolton. Payments to the Contractor will be made by the Village of Dolton only after it has received the funds to make such payments from the County of Cook in accordance with the terms of the aforesaid agreement. Further, in compliance with the Stevens Amendment to the Department of Defense Appropriations Act of 1989, the (estimated/actual) percentage of the total cost of this project to be funded with federal dollars is (35%) and the exact dollar amount of federal funds which will be set aside for this Project will be based on the contract amount awarded under this offering.

APPLICABLE FEDERAL REQUIREMENTS
 All laborers and mechanics employed by the Contractor or Subcontractor on construction work for this project shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractor and Subcontractor(s) shall comply with all regulations issued pursuant to these Acts and other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this section, the authority and functions set forth in Reorganization Plan Number 14 of 1950 (5 U.S.C. 1332-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

All contracts and Subgrantees for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback Act" (18 U.S.C. Section 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).

Contracts shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

Each bidder is required to comply with Equal Employment Opportunity requirements for Community Development Block Grants, a copy of which is on file with the Village Clerk and is available for inspection.

Compliance with "Section 3" which calls for affirmative action by the Contractor to train and/or hire lower income residents of the project area and to subcontract with local, small businesses is required on this project.

An explanation of the Applicable Federal Requirements previously mentioned is provided in the Special Provisions section of the Bid Specifications.

The successful bidder for the construction of the improvement will

Mechanics Liens

Notice of Self Storage Sale
 Please take notice Infinite Self Storage - South Chicago Heights located at 434 E. Sauk Trail, South Chicago, Heights IL intends to hold an Auction of Storage units listed below to enforce its privilege against the following parties at the facility for default of payment of rent. The sale will occur as an online auction via www.storagefeatures.com on 3/21/2023 at 10:00AM, Vance Russell units #00A24 & #00G38; Micaela Mc Clellan unit #00D22; Katie Bielefeldt unit #00H68. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. 03/03/2023 7384661

Public Hearings

PUBLIC NOTICE TO ENTER INTO A LONG-TERM LEASE

NOTICE IS HEREBY GIVEN that the Mayor and Board of Trustees of the Village of University Park, West Cook Counties, Illinois, on March 28, 2023 at a regularly scheduled Village Board meeting to be held at 7:00 pm at 90 Town Center Drive, University Park, Illinois 60484, intends to adopt an ordinance authorizing a lease agreement for a period of four (4) years with one (1) year option for the real estate the Village owns or controls at Unit 38 and Unit 40, Town Center Drive, University Park, Illinois 60484-2800. Under such lease, the property shall be used by the tenant for the use as a marketing and manufacturing company providing products, equipment and services for the dental industry.

For the Corporate Authorities: Elizabeth Scott, Village Manager
 ATTN: Village Clerk
 Dorinda L. Jones, MMC
 Village Clerk
 3/10/23 7392425

NOTICE OF PUBLIC HEARING WILL COOK ENTERPRISE ZONE BOUNDARY AMENDMENT (Posted March 3, 2023)

THE VILLAGE OF MATTESON, THE VILLAGE OF MONEE, THE VILLAGE OF PARK FOREST, THE VILLAGE OF RICHMOND MARCH 28, 2023, AT MONEE'S VILLAGE HALL, 5130 W COURT STREET, MONEE, IL 60449. THE REASON FOR THIS PUBLIC HEARING IS TO IDENTIFY THE PURPOSE OF THE PROPOSED MODIFICATIONS TO THE ENTERPRISE ZONE, DESCRIBE THE BOUNDARIES OF THE ZONE, AND DIS-

Public Notice is hereby given that said Municipalities and Counties will hold a joint public hearing at 10:00 am on Friday, March 10th, 2023, at Monee's Village Hall, 5130 W Court Street, Monee, IL 60449. The reason for this public hearing is to identify the purpose of the proposed modifications to the Enterprise Zone, describe the boundaries of the zone, and dis-

DEATH NOTICES

We extend our condolences to the families and loved ones of those who have passed.

PLACEANAD.TRIBUNESUBURBS.COM

Death Notices

Brinkman, Jean E.

age 69 years, resident of Palos Hills, IL, passed away peacefully surrounded by her loving sisters on Tuesday, March 7, 2023 in her own home. Devoted daughter of the late Vernon "Ernie" and Lauretta nee Hennip Brinkman; loving sister of Judy Brinkman, Pam (Kevin) Giera and the late Charles Brinkman; proud aunt of Mick Giera; dearest godmother of David Otto; loving cousin and friend to many. In lieu of flowers contributions to the St. Mark Anita Korensky Scholarship Fund 11007 South 76th Avenue Worth, IL 60482 would be appreciated. Family and friends will gather for visitation on Sunday from 2:00 p.m. to 7:00 p.m. and Monday 9:00 a.m. until time of Funeral Service 10:00 a.m. at Palos-Gaidas Funeral Home 11028 Southwest Hwy. Palos Hills, IL 60462, Interment Evergreen Cemetery. For information or to express your condolences please visit www.palosgaidasfh.com or call 708-974-4410.

Palos-Gaidas FUNERAL HOME

Sign Guestbook at chicagotribune.com/obituaries

Mifflin III, Fred

Fred Mifflin III 73, of Mt. Zion, IL formerly of Midlothian, IL passed away at 6:01 p.m., Wednesday, March 8, 2023, in his residence.



A grave side service to celebrate Fred's life will be held at 12:00 Noon, Tuesday, March 14, 2023, at Mt. Zion Township Cemetery. The family will receive friends for

visitation beginning at 10:00 a.m., until 11:45 a.m. on Tuesday morning at Dawson & Wikoff Funeral Home, Mt. Zion, IL. Memorials may be made to Cystic Fibrosis Foundation. Messages of condolence may be sent to the family at dawson-wikoff.com.

Fred was born August 9, 1949, in Blue Island, IL the son of Fred and Elizabeth (Holeman) Mifflin Jr. He was retired from the Chicago Transit Authority having been a skilled repairman. Fred was active with the Patriot Riders Group and had been a member of the Amalgamated Transit Union #308. He enjoyed riding Harley Davidson motorcycles and was active with many Toys for Tots Charity runs.

Surviving is his daughter: Sherry Lynn Navigato (Michael) of Geneva, IL; grandchildren: Katelynn, Brandon, Gianna, and Michael; sisters: Judy Mifflin, Sharon Swander (John) Beverly Victor, and Joan Wong (Jack).

Fred was preceded in death by his parents, special Companion: Karen McNells, and his son: Freddie Joe Mifflin.

Sign Guestbook at chicagotribune.com/obituaries

Van Lonkhuizen, Robert A.

Robert A. Van Lonkhuizen, age 73, beloved husband

VILLAGE OF UNIVERSITY PARK

Request for Board Action

AGENDA SECTION: NEW BUSINESS

DOCKET NUMBER: F-3a:

ITEM: Bills Payable (Paid & Payable)

SUMMARY OF REQUESTED ACTION FOR THE MEETING OF: March 28, 2023

Attached for your approval is a listing of General Operating Expenses for the Village of University Park that occurred on March 1, 2023 thru March 28, 2023.

General Fund	\$ 362,234.32
Road and Bridge Fund	\$ 4,810.12
Town Center Fund	\$ 810.00
Capital Project Fund	\$ 2,898.90
Payroll Fund	\$ <u>3,634.83</u>

Total: \$ 374,388.17

APPROVED: _____

Elizabeth Scott
Village Manager

BOARD ACTION: Motion By: _____ Seconded By: _____

Ordinance Number: _____ Resolution Number: _____

Check Register Report

Date: 03/24/2023
 Time: 1:23 pm
 Page: 1

VILLAGE OF UNIVERSITY PARK

BANK: MIDLAND STATES BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
MIDLAND STATES BANK Checks								
109958	03/24/23	Printed			2602	C.O.P.S. TESTING SERVICE, INC.	Fire Testing	1,875.00
109959	03/24/23	Printed			9875	CALUMET CITY PLUMBING & FD: Station 1 Plumbing Repairs		2,382.00
109960	03/24/23	Printed			3275	DELL FINANCIAL SERVICES	PC Lease	8,754.89
109961	03/24/23	Printed			4988	EMERGENCY MEDICINE PHYSICIANS	S. Estrada Medical Visit	965.00
109962	03/24/23	Printed			9507	FEECE OIL COMPANY	GAS,OIL	5,323.63
109963	03/24/23	Printed			1782	GALLAGHER ASPHALT CORP	ASPHALT	442.52
109964	03/24/23	Printed			4980	GOVERNORS STATE UNIVERSITY	YOUTH BASKETBALL GYM RENTAL	500.00
109965	03/24/23	Printed			4986	JAKS WAREHOUSE	BASKETBALL AWARDS CELEBRATION	660.00
109966	03/24/23	Printed			4986	JAKS WAREHOUSE	BASKETBALL AWARDS CELEBRATION	660.00
109967	03/24/23	Printed			9542	JOHNSON CONTROLS SECURITY	Alarm System Installation FS2	1,867.31
109968	03/24/23	Printed			0272	KEITH'S POWER EQUIPMENT, INC	Lawnmower parts	643.31
109969	03/24/23	Printed			8030	LEE'S RENTAL INC	Easter Inflatable Rental	516.41
109970	03/24/23	Printed			1909	NADLER GOLF CAR SALES, INC.	Golf Cart Repairs	667.13
109971	03/24/23	Printed			2410	RICOH USA, INC.	Copier Lease	1,567.32
109972	03/24/23	Printed			4898	SPECIALISTS IN MEDICAL	S. Estrada Medical Visit	121.00

Total Checks: 15	Checks Total (excluding void checks):	26,965.62
Total Payments: 15	Bank Total (excluding void checks):	26,965.62
Total Payments: 15	Grand Total (excluding void checks):	26,965.62

Check Register Report

Date: 03/16/2023
 Time: 11:55 am
 Page: 1

VILLAGE OF UNIVERSITY PARK

BANK: MIDLAND STATES BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
MIDLAND STATES BANK Checks								
109851	03/16/23	Printed			1358	ADP, INC.	Payroll Processing Services	5,866.25
109852	03/16/23	Printed			4443	ADT	Monitoring Service	457.17
109853	03/16/23	Printed			4938	ADVANCE AUTO PARTS	PARTS	2,977.02
109854	03/16/23	Printed			1877	AFLAC	Employees' After Payroll Deductions	1,727.84
109855	03/16/23	Printed			4783	AMBER MECHANICAL CONTRACTORS	FD: Station 1 HVAC repairs	2,831.11
109856	03/16/23	Printed			3729	ANDERSON PEST SOLUTIONS	Golf Club Pest Control	184.90
109857	03/16/23	Printed			9721	ANTERO GROUP, LLC	Project VOUP-201901	23,237.50
109858	03/16/23	Printed			4326	ASCAP	License	381.68
109859	03/16/23	Printed			3972	AT&T	Telephone Service	1,397.26
109860	03/16/23	Printed			9449	AXON ENTERPRISE, INC.	Body Camera Equipment License	27,195.16
109861	03/16/23	Printed			9686	ERNESTINE B. BECK-FULGHAM	Medical Reimbursement	771.72
109862	03/16/23	Printed			3540	GARY BRIDGES	REFEREE YOUTH BASKETBALL	280.00
109863	03/16/23	Printed			9876	CALUMET CITY PLUMBING & REPAIRS PW		3,440.00
109864	03/16/23	Printed			0409	CDW GOVERNMENT	Supplies	58.62
109865	03/16/23	Printed			4984	CENTRAL OVERHEAD DOOR	Door Repair	485.00
109866	03/16/23	Printed			3738	CHICAGO TIRE	Tires	675.56
109867	03/16/23	Printed			9840	CHW MANAGEMENT GROUP LLC	Golf Restaurant Management Fee	22,500.00
109868	03/16/23	Printed			9840	CHW MANAGEMENT GROUP LLC	Golf Restaurant Management Fee	48,166.68
109869	03/16/23	Printed			1878	COLONIAL LIFE & ACCIDENT INS	Employees' After Payroll Deductions	538.03
109870	03/16/23	Printed			2367	COMCAST	Telephone, Internet, & Cable Services	1,298.38
109871	03/16/23	Printed			2367	COMCAST	Telephone, Internet, & Cable Services	864.81
109872	03/16/23	Printed			2367	COMCAST	Telephone, Internet, & Cable Services	524.49
109873	03/16/23	Printed			9257	COMCAST BUSINESS	Telephone Service	1,358.98
109874	03/16/23	Printed			9526	COUNTY OF WILL	Safety Dispatch	28,059.83
109875	03/16/23	Printed			0065	CRETE LUMBER & SUPPLY CO.	Building supplies	117.20
109876	03/16/23	Printed			0141	DONALD CUNNINGHAM	Uniform Allowance	450.00
109877	03/16/23	Printed			4971	CZERVIK CONSTRUCTION CO	Fire Station 2 Renovation	36,000.00
109878	03/16/23	Printed			0879	DEJONG EQUIPMENT CO., INC	Backhoe Parts	854.65
109879	03/16/23	Printed			7816	DIGITALLY INC.	Chest Cam	68.59
109880	03/16/23	Printed			0104	ELMER & SON LOCKSMITHS INC	Keys for PD	1,167.85
109881	03/16/23	Printed			1092	EMIL'S TIRES	FD: A97 Replacement Tires	1,032.52
109882	03/16/23	Printed			4961	ENTERPRISE FM TRUST	Vehicle Maintenance	4,333.40
109883	03/16/23	Printed			4961	ENTERPRISE FM TRUST	Vehicle Maintenance	2,898.90
109884	03/16/23	Printed			9740	EVERBRIDGE, INC.	Mass Notification System	5,100.00
109885	03/16/23	Printed			9826	NINA J. FAIN	Aqua Attorney Services	10,072.50
109886	03/16/23	Printed			9507	FEECE OIL COMPANY	GAS,OIL	8,964.83
109887	03/16/23	Printed			4939	FIREPENNY	Sweeper Parts	111.46
109888	03/16/23	Printed			0034	FOSTER COACH SALES, INC	FD: A96 Repairs	1,782.80
109889	03/16/23	Printed			7208	JULIO GARCIA	Uniform Allowance	450.00
109890	03/16/23	Printed			4233	MICHAEL GEBERT	Uniform Allowance	450.00
109891	03/16/23	Printed			7786	GENERATOR TECHNOLOGIES INC	FD: Station 2 Generator Maintenance	253.10
109892	03/16/23	Printed			3541	GAIL GILBERT	REFEREE YOUTH BASKETBALL GAMES	280.00
109893	03/16/23	Printed			4941	GLOBE LIFE LIBERTY NATIONAL	Employees' After Payroll Deductions	128.36
109894	03/16/23	Printed			1510	SCOTT GLOWINKE	Uniform Allowance	475.00
109895	03/16/23	Printed			4119	GREENFIELDS LAWN CARE, INC.	Snow Removal	1,025.00
109896	03/16/23	Printed			0174	HELSEL JEPPEPERSON ELECTRICAL	LIGHTS/SUPPLIES	1,173.63
109897	03/16/23	Printed			1025	HOMEWOOD DISPOSAL SERVICE, INC	BRANCHES	2,457.60

Check Register Report

Date: 03/16/2023
 Time: 11:56 am
 Page: 2

VILLAGE OF UNIVERSITY PARK

BANK: MIDLAND STATES BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
MIDLAND STATES BANK Checks								
109898	03/16/23	Printed			9808	CHARLIE HOSKINS JR.	Uniform Allowance	460.00
109899	03/16/23	Printed			0709	IL ASSOC OF CHIEFS OF POLICE	Poster	91.00
109900	03/16/23	Printed			0247	ILLINOIS MUNICIPAL LEAGUE	Membership Dues	826.00
109901	03/16/23	Printed			9516	J & J'S CREATIVE COLORS, INC	FD: Ambulance Seat Repairs	500.00
109902	03/16/23	Printed			9613	JOHN KASPEREK CO., INC.	TIF Financial Posting Asst.	696.25
109903	03/16/23	Printed			9613	JOHN KASPEREK CO., INC.	TIF Financial Posting Asst.	11,463.75
109904	03/16/23	Printed			9542	JOHNSON CONTROLS SECURITY	Alarm System Installation FS2	1,705.40
109905	03/16/23	Printed			9212	JERMAINE JONES	Uniform Allowance	475.00
109906	03/16/23	Printed			0267	JULIE, INC.	JULIE	280.41
109907	03/16/23	Printed			2763	JASON KINNAN	Uniform Allowance	475.00
109908	03/16/23	Printed			1884	LEGAL SHIELD	Employees' After Payroll Deductions	107.60
109909	03/16/23	Printed			3915	MICKEY MCNAIR	Uniform Allowance	475.00
109910	03/16/23	Printed			0734	MEADE ELECTRIC COMPANY	Street Lights	3,720.53
109911	03/16/23	Printed			1479	MENARDS, INC #3087	FD: EMS Inspections	1,066.06
109912	03/16/23	Printed			4987	DALE MITCHELL	Reimbursement	240.28
109913	03/16/23	Printed			4987	DALE MITCHELL	Reimbursement	500.00
109914	03/16/23	Printed			9086	MOTOROLA SOLUTIONS - STARCOM	Starcom Radios	2,676.00
109915	03/16/23	Printed			4918	MUNICIPAL SYSTEMS LLC	Collections	1,695.00
109916	03/16/23	Printed			9273	NAPA, GENUINE PARTS COMPANY	Parts	1,275.17
109917	03/16/23	Printed			1522	NATIONAL NOTARY ASSOCIATION	D. Jones Notary Renewal	283.75
109918	03/16/23	Printed			1881	NATIONWIDE RETIREMENT	Employees' After Payroll Deductions	100.00
109919	03/16/23	Printed			1882	NCPERS GROUP LIFE INSURANCE	Employees' After Payroll Deductions	32.00
109920	03/16/23	Printed			1660	NORTH EAST MULTI-REGIONAL	Training	600.00
109921	03/16/23	Printed			1318	ORKIN	Pest Control	746.00
109922	03/16/23	Printed			9643	OTTOSEN DINOLFO HASENBALG	January 2023 Attorney Fees	25,958.65
109923	03/16/23	Printed			2784	DALIAN PEARMAN	Uniform Allowance	450.00
109924	03/16/23	Printed			4012	STEVEN PORTER	REFEREE BASKETBALL GAMES	245.00
109925	03/16/23	Printed			7666	POSTMASTER - PARK FOREST IL	Mailing Service	580.00
109926	03/16/23	Printed			4942	POWER & CRONIN, LTD.	February 2023 Worker's Comp Attorney Fees	192.00
109927	03/16/23	Printed			9793	QUADIENT LEASING USA, INC	Postage Meter Lease	455.07
109928	03/16/23	Printed			9694	QUALITY ALARM SYSTEMS, INC.	Monitoring Service	810.00
109929	03/16/23	Printed			4433	READY REFRESH	Water Service	425.22
109930	03/16/23	Printed			2410	RICOH USA, INC.	Copier Lease	1,495.37
109931	03/16/23	Printed			3712	SAUNORIS	Stone	24.75
109932	03/16/23	Printed			4936	ELIZABETH SCOTT	Reimbursement for Pet Rescue	96.01
109933	03/16/23	Printed			4936	ELIZABETH SCOTT	Reimbursement for Pet Rescue	500.00
109934	03/16/23	Printed			9847	CHRISTIAN SLINKDARD	Uniform Allowance	450.00
109935	03/16/23	Printed			7229	STEVEN SOCKWELL	Uniform Allowance	450.00
109936	03/16/23	Printed			0156	SOUTH SUBURBAN MAYORS	Membership Dues	3,492.00
109937	03/16/23	Printed			7665	STANLEY W. PAGOREK	Legal Hearings	2,500.00
109938	03/16/23	Printed			0870	STAPLES	Office Supplies	691.16
109939	03/16/23	Printed			0148	STAR DISPOSAL SERVICE, INC	Garbage Service	1,025.02
109940	03/16/23	Printed			7515	STONY TIRE INC.	FD: E96 emergency flat repair	1,005.71
109941	03/16/23	Printed			0786	SUTTON FORD	Vehicle Repairs	179.99
109942	03/16/23	Printed			9647	T-MOBILE	iPad Service	631.88
109943	03/16/23	Printed			4884	T-MOBILE USA, INC	Equipment	25.00
109944	03/16/23	Printed			9487	TEAMSTERS LOCAL 700	Police Union Dues	1,001.00
109946	03/16/23	Printed			1061	TERRY'S FORD LINCOLN MERCURY	Vehicle Repairs	165.00

Check Register Report

Date: 03/16/2023
 Time: 11:56 am
 Page: 3

VILLAGE OF UNIVERSITY PARK

BANK: MIDLAND STATES BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
MIDLAND STATES BANK Checks								
109946	03/16/23	Printed			0423	TROPHIES & AWARDS PLUS	YOUTH BASKETBALL AWARDS	945.50
109947	03/16/23	Printed			2830	ULINE	SUPPLIES	3,428.53
109948	03/16/23	Printed			9583	UNIFIRST CORPORATION	Supplies	975.22
109949	03/16/23	Printed			1361	UNITED PARCEL SERVICE	Postage	109.03
109960	03/16/23	Printed			9906	UNITED RENTALS (NORTH AMERICA)	FS 2 Office Traller	1,075.32
109951	03/16/23	Printed			0571	VERIZON WIRELESS	Wireless Telephone Service	4,566.52
109952	03/16/23	Printed			0442	VERNON AND MAZ, INC.	Village Welcome Sign	885.00
109953	03/16/23	Printed			9890	WASTE MANAGEMENT CORPORATE	FS 2 Service	664.20
109954	03/16/23	Printed			0446	WELDSTAR COMPANY	Welding Supplies	247.53
109955	03/16/23	Printed			3235	ROY P WELLS SR.	REFEREE BASKETBALL GAMES	245.00
109956	03/16/23	Printed			9513	WIPFLI LLP	Audit Services	6,000.00
109957	03/16/23	Printed			7232	CHARLES WYNN	Uniform Allowance	450.00

Total Checks: 107	Checks Total (excluding void checks):	347,422.66
Total Payments: 107	Bank Total (excluding void checks):	347,422.66
Total Payments: 107	Grand Total (excluding void checks):	347,422.66

INVOICE APPROVAL LIST BY FUND REPORT

Date: 03/24/2023
 Time: 1:08 pm
 Page: 1

VILLAGE OF UNIVERSITY PAR

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 100 GENERAL FUND							
Dept: 001.000 MAYOR & BOARD :							
100-001.000-571.023	SPEC PROC LEE'S RENTAL INC	3847	Easter Inflatable Rental	0	03/21/2023	03/21/2023	518.41
							<u>518.41</u>
							516.41
100-001.000-581.000 MISCELLAN							
GOVERNORS STATE UNIVEI	March Gym Rental		YOUTH BASKETBALL GYM RE	0	03/14/2023	03/14/2023	500.00
							<u>500.00</u>
							500.00
pt. MAYOR & BOARD OF TRUSTEES:							1,016.41
Dept: 004.000 COMMITTEES AND							
100-004.000-655.007 F & P COMM							
C.O.P.S. TESTING SERVICE,		107927	Fire Testing	0	02/24/2023	02/24/2023	1,875.00
							<u>1,875.00</u>
							1,875.00
pt. COMMITTEES AND COMMISSION:							1,875.00
Dept: 010.000 GENERAL OPERAT							
100-010.000-575.017 CONTRACT							
DELL FINANCIAL SERVICES	2370913 2370914 2370915		PC Lease	0	01/03/2023	01/03/2023	1,393.95
DELL FINANCIAL SERVICES	2389915 2389916 2389917		PC Lease	0	01/11/2023	01/11/2023	2,687.46
DELL FINANCIAL SERVICES		2278781	PC Lease	0	11/16/2022	11/16/2022	2,044.28
DELL FINANCIAL SERVICES	2281793 2281795		PC Lease	0	11/17/2022	11/17/2022	265.86
DELL FINANCIAL SERVICES	2281792 2281794		PC Lease	0	11/17/2022	11/17/2022	26.80
DELL FINANCIAL SERVICES	2341907 2341909 2341911		PC Lease	0	12/17/2022	12/17/2022	2,309.94
DELL FINANCIAL SERVICES	2341908 2341910		PC Lease	0	12/17/2022	12/17/2022	26.80
RICOH USA, INC.		6066860316	Copier Lease	0	02/28/2023	02/28/2023	148.22
RICOH USA, INC.		6066860344	Copier Lease	0	02/28/2023	02/28/2023	1,419.10
							<u>10,322.21</u>
							10,322.21
100-010.000-581.000 MISCELLAN							
JAKS WAREHOUSE	Deposit for 4-7-2023 Event		BASKETBALL AWARDS CELEB	0	03/16/2023	03/16/2023	660.00
JAKS WAREHOUSE	4-7-2023 Event Balance		BASKETBALL AWARDS CELEB	0	03/16/2023	03/16/2023	660.00
NADLER GOLF CAR SALES,		3984236	Golf Cart Repairs	0	02/26/2023	02/26/2023	454.16
NADLER GOLF CAR SALES,		3984890	Golf Cart Repairs	0	03/16/2023	03/16/2023	212.97
							<u>1,987.13</u>
							1,987.13
Total Dept. GENERAL OPERATIONS:							12,309.34
Dept: 031.000 FIRE - SUPPRESSIO							
100-031.000-455.002 MAINTENAN							
CALUMET CITY PLUMBING &		587313	FD: Station 1 Plumbing Repairs	0	01/09/2023	01/09/2023	2,382.00
							<u>2,382.00</u>
							2,382.00
Total Dept. FIRE - SUPPRESSION:							2,382.00
Dept: 050.000 PUBLIC WORKS DI							
100-050.000-455.005 MAINTENAN							
KEITH'S POWER EQUIPMEN		124433 124434	Lawnmower parts	0	02/21/2023	02/21/2023	643.31
							<u>643.31</u>
							643.31
100-050.000-455.008 MAINTENAN							
JOHNSON CONTROLS SECL		#624-38496830	Alarm System Installation FS2	0	03/01/2023	03/01/2023	1,705.40
JOHNSON CONTROLS SECL		#624-38497815	Alarm System Installation FS2	0	03/02/2023	03/02/2023	161.91
							<u>1,867.31</u>
							1,867.31
100-050.000-505.000 GASOLINE,							
FEECE OIL COMPANY		3958949	GAS,OIL	0	03/02/2023	03/02/2023	899.01
FEECE OIL COMPANY		3959732 3959733	GAS,OIL	0	03/07/2023	03/07/2023	4,424.62
							<u>5,323.63</u>
							5,323.63
100-050.000-553.001 INSURANCE							

INVOICE APPROVAL LIST BY FUND REPORT

Date: 03/24/2023

Time: 1:08 pm

Page: 2

VILLAGE OF UNIVERSITY PAR

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	EMERGENCY MEDICINE PH	Estrada 61349	S. Estrada Medical Visit	0	01/17/2023	01/17/2023	985.00
	SPECIALISTS IN MEDICAL	Estrada #84133-1172023	S. Estrada Medical Visit	0	01/17/2023	01/17/2023	121.00
							<u>1,106.00</u>

Dept. PUBLIC WORKS DEPARTMENT: 8,940.25

tal Fund GENERAL FUND: 26,523.00

Fund: 200 ROAD & BRIDGE FUND

Dept: 000.000

200-000.000-455.010 MAINTENAN

GALLAGHER ASPHALT CORP

27302 ASPHALT

0 02/28/2023 02/28/2023 442.52

442.52

Total Dept. 000000: 442.52

d ROAD & BRIDGE FUND: 442.52

Grand Total: 26,965.52

INVOICE APPROVAL LIST BY FUND REPORT

Date: 03/18/2023
 Time: 10:16 am
 Page: 1

VILLAGE OF UNIVERSITY PAR

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 100 GENERAL FUND							
Dept: 001.000 MAYOR & BOARD							
100-001.000-581.000 MISCELLAN							
	BRIDGES/GARY//	8 Games	REFEREE YOUTH BASKETBAL	0	03/08/2023	03/08/2023	280.00
	GILBERT/GAIL//	8 Games	REFEREE YOUTH BASKETBAL	0	03/08/2023	03/08/2023	280.00
	PORTER/STEVEN//	7 Games	REFEREE BASKETBALL GAME	0	03/08/2023	03/08/2023	245.00
	SOUTH SUBURBAN MAYOR:	2023-116	Membership Dues	0	01/23/2023	01/23/2023	3,252.00
	TROPHIES & AWARDS PLUS	698	YOUTH BASKETBALL AWARDS	0	03/08/2023	03/08/2023	945.50
	WELLS SR./ROY P//	7 Games	REFEREE BASKETBALL GAME	0	03/08/2023	03/08/2023	245.00
							5,247.50
100-001.000-611.001 MAYOR - MT							
	SOUTH SUBURBAN MAYOR:	2023-116	Membership Dues	0	01/23/2023	01/23/2023	240.00
							240.00
							pt. MAYOR & BOARD OF TRUSTEES: 5,487.50
Dept: 002.000 VILLAGE CLERK							
100-002.000-601.000 DUES,SUBS							
	NATIONAL NOTARY ASSOCIATION	6000	Notary Renewal #180082333 D. Jones Notary Renewal	0	07/31/2022	07/31/2022	283.75
							283.75
							Total Dept. VILLAGE CLERK: 283.75
Dept: 003.000 DEPARTMENT OF LAW							
100-003.000-541.001 LEGAL FEES							
	FAIN/NINA J//	2205510	Aqua Attorney Services	0	02/06/2023	02/08/2023	10,072.50
	OTTOSEN DINOLFO HASENI	152494 152495	January 2023 Attorney Fees	0	01/31/2023	01/31/2023	5,843.65
	OTTOSEN DINOLFO HASENI	152496 152497 152498	January 2023 Attorney Fees	0	01/31/2023	01/31/2023	2,925.00
	OTTOSEN DINOLFO HASENI	152501 152534 152535	January 2023 Attorney Fees	0	01/31/2023	01/31/2023	17,190.00
	POWER & CRONIN, LTD.	188833	February 2023 Worker's Comp /	0	02/21/2023	02/21/2023	192.00
							36,223.15
100-003.000-541.002 LEGAL FEES							
	STANLEY W. PAGOREK	February 2023	Legal Hearings	0	02/01/2023	02/01/2023	2,500.00
							2,500.00
							Total Dept. DEPARTMENT OF LAW: 38,723.15
Dept: 005.000 VILLAGE MANAGER							
100-005.000-511.000 OFFICE SUPPLIES							
	CDW GOVERNMENT	GF97756	Supplies	0	01/18/2023	01/18/2023	58.62
	STAPLES	3529949771 3529949772	Supplies	0	02/04/2023	02/04/2023	353.68
	STAPLES	3529949773 3529949774	Supplies	0	02/04/2023	02/04/2023	66.08
	STAPLES	3529949775	Supplies	0	02/04/2023	02/04/2023	69.08
	STAPLES	3530445212	Office Supplies	0	02/11/2023	02/11/2023	23.09
							570.46
100-005.000-553.006 REIMBURSEMENT							
	BECK-FULGHAM/ERNESTINI	March 2023	Medical Reimbursement	0	03/01/2023	03/01/2023	771.72
							771.72
100-005.000-607.000 AUTO ALLOWANCE							
	SCOTT/ELIZABETH//	March 2023	Auto Allowance Auto Allowance	0	03/01/2023	03/01/2023	500.00
							500.00
							Total Dept. VILLAGE MANAGER: 1,842.17
Dept: 010.000 GENERAL OPERATIONS							
100-010.000-507.000 POSTAGE							
	POSTMASTER - PARK FOREST	23	Postage Fees #PI33 Mailing Service	0	02/20/2023	02/20/2023	580.00
	UNITED PARCEL SERVICE	00X049W1073-02182023	Postage	0	02/18/2023	02/18/2023	43.87
	UNITED PARCEL SERVICE	00X049W1083-02252023	Postage	0	02/25/2023	02/25/2023	32.58
	UNITED PARCEL SERVICE	00X049W1093-03042023	Postage	0	03/04/2023	03/04/2023	32.58

INVOICE APPROVAL LIST BY FUND REPORT

Date: 03/16/2023
 Time: 10:16 am
 Page: 2

VILLAGE OF UNIVERSITY PAR

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount	
							689.03	
100-010.000-543.000	ENGINEERII							
	ANTERO GROUP, LLC	201901-2301	Project VOUP-201901	0	01/31/2023	01/31/2023	7,450.00	
	ANTERO GROUP, LLC	202101-2301	Project VOUP-202101	0	01/31/2023	01/31/2023	1,726.00	
	ANTERO GROUP, LLC	202103-2301	Project VOUP-202103 MFT	0	01/31/2023	01/31/2023	3,705.00	
	ANTERO GROUP, LLC	201901-2212	Project VOUP-201901	0	12/31/2022	12/31/2022	10,357.50	
							23,237.50	
100-010.000-555.003	UTILITITES							
	AT&T	PD708534538403-2023	Telephone Service	0	03/01/2023	03/01/2023	1,397.26	
	COMCAST	Feb2023 2TC 80TC Cable	Telephone, Internet, & Cable S	0	02/19/2023	02/19/2023	524.49	
	COMCAST	Feb2023 44TC DPW	Telephone, Internet, & Cable S	0	02/26/2023	02/26/2023	664.81	
	COMCAST	Mar2023 FS PD	Telephone, Internet, & Cable S	0	03/01/2023	03/01/2023	642.46	
	COMCAST	Mar2023 Golf	Telephone, Internet, & Cable S	0	03/01/2023	03/01/2023	663.92	
	COMCAST BUSINESS	167377087	Telephone Service	0	03/01/2023	03/01/2023	1,368.98	
	T-MOBILE	67406-10212022	iPad Service	0	10/21/2022	10/21/2022	315.84	
	T-MOBILE	67405-11212022	iPad Service	0	11/21/2022	11/21/2022	315.84	
	VERIZON WIRELESS	9928461159	Wireless Telephone Service	0	02/23/2023	02/23/2023	4,656.52	
							10,430.12	
100-010.000-557.000	DISPOSAL S							
	STAR DISPOSAL SERVICE, I	8162706	8118770Credit Garbage Service	0	01/24/2023	01/24/2023	89.82	
	STAR DISPOSAL SERVICE, I	8162704	Garbage Service	0	01/24/2023	01/24/2023	521.80	
	STAR DISPOSAL SERVICE, I	8169074	Garbage Service	0	01/27/2023	01/27/2023	413.60	
							1,025.02	
100-010.000-575.012	CONTRACTI							
	QUADIENT LEASING USA, IN	N9812421	Postage Meter Lease	0	02/14/2023	02/14/2023	455.07	
							455.07	
100-010.000-575.017	CONTRACTI							
	ADP, INC.	626523494	Payroll Processing Services	0	02/15/2023	02/15/2023	569.00	
	ADP, INC.	628111885	Payroll Processing Services	0	03/03/2023	03/03/2023	5,287.25	
	JOHN KASPEREK CO., INC.	9711	TIF Financial Posting Asst.	0	01/16/2023	01/16/2023	50.00	
	JOHN KASPEREK CO., INC.	1072	Financial Posting Asst.	0	02/08/2023	02/08/2023	11,463.76	
	JOHN KASPEREK CO., INC.	1072-TIF	TIF Financial Posting Asst.	0	02/08/2023	02/08/2023	846.25	
	RICOH USA, INC.	37604144	Copier Lease	0	02/10/2023	02/10/2023	476.84	
	RICOH USA, INC.	37605193	Copier Lease	0	02/10/2023	02/10/2023	10.91	
	RICOH USA, INC.	8031584827	Copier Lease	0	02/11/2023	02/11/2023	1,007.62	
	WIPFLI LLP	2172895	Audit Services	0	01/09/2023	01/09/2023	2,000.00	
	WIPFLI LLP	2190976	Audit Services	0	02/11/2023	02/11/2023	4,000.00	
							25,511.52	
100-010.000-581.000	MISCELLAN							
	ASCAP	500896794-2023	License	0	02/20/2023	02/20/2023	381.69	
	CZERVIK CONSTRUCTION C	2312	Balance Fire Station 2 Renovation	0	02/15/2023	02/15/2023	36,000.00	
	MITCHELL/DALE//	172719	Reimbursement	0	03/03/2023	03/03/2023	152.28	
	READY REFRESH	13B0122782881	Water Service	0	02/10/2023	02/10/2023	70.87	
	SCOTT/ ELIZABETH//	5986	Reimbursement for Pet Rescue	0	03/04/2023	03/04/2023	14.87	
	SCOTT/ ELIZABETH//	5986	Reimbursement for Pet Rescue	0	03/04/2023	03/04/2023	81.14	
	UNITED RENTALS (NORTH A	790007271-020	FS 2 Office Trailer	0	03/05/2023	03/05/2023	1,075.32	
	WASTE MANAGEMENT COR	0002809-2009-9	FS 2 Service	0	03/01/2023	03/01/2023	684.20	
							38,440.37	
100-010.000-601.000	DUES,SUBS							
	ILLINOIS MUNICIPAL LEAGU	2023	Membership Membership Dues	0	01/01/2023	01/01/2023	825.00	
							825.00	
100-010.000-971.220	ALLOCATIOI							
	CHW MANAGEMENT GROUF	1003032023UPGC	Golf Management Fee	0	03/01/2023	03/01/2023	48,185.66	
	CHW MANAGEMENT GROUF	10020323UPGC	Golf Restaurant Management Fe	0	03/01/2023	03/01/2023	22,500.00	
							70,686.66	

INVOICE APPROVAL LIST BY FUND REPORT

Date: 03/16/2023
 Time: 10:16 am
 Page: 3

VILLAGE OF UNIVERSITY PAR

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. GENERAL OPERATIONS:							171,280.39
Dept: 015.000 CODE ENFORCEM							
100-015.000-511.000	OFFICE SUF STAPLES	3530445212	Office Supplies	0	02/11/2023	02/11/2023	32.37
							<u>32.37</u>
Total Dept. CODE ENFORCEMENT:							32.37
Dept: 020.000 POLICE - ADMINIS							
100-020.000-675.007	CONTRACTI						
	COUNTY OF WILL	January 2023-001	Bldg Repay Safety Dispatch	0	02/03/2023	02/03/2023	186.16
	COUNTY OF WILL	January 2023-001	Safety Dispatch	0	02/03/2023	02/03/2023	22,707.82
							<u>22,893.98</u>
Total Dept. POLICE - ADMINISTRATION:							22,893.98
Dept: 021.000 POLICE - UNIFORM							
100-021.000-455.001	MAINTENAN						
	CHICAGO TIRE	285378	Tires	0	02/17/2023	02/17/2023	675.56
	SUTTON FORD	687198	Vehicle Repairs	0	12/09/2022	12/09/2022	179.99
	TERRY'S FORD LINCOLN ME	64279	Vehicle Repairs	0	01/12/2023	01/12/2023	165.00
							<u>1,020.55</u>
100-021.000-455.004	MAINTENAN						
	DIGITAL ALLY INC.	104195	Chest Cam	0	02/21/2023	02/21/2023	68.59
							<u>68.59</u>
100-021.000-503.001	UNIFORM AI						
	CUNNINGHAM/DONALD	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	450.00
	GARCIA/JULIO//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	450.00
	GEBERT/MICHAEL//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	450.00
	GLOWINKE/SCOTT//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	475.00
	HOSKINS JR./CHARLIE//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	450.00
	JONES/JERMAINE//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	475.00
	KINNAN/JASON//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	475.00
	MCNAIR/MICKEY//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	475.00
	MITCHELL/DALE//	69654	Reimbursement	0	02/23/2023	02/23/2023	88.00
	MITCHELL/DALE//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	500.00
	PEARMAN/DALIAN//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	450.00
	SLINKDARD/CHRISTIAN//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	450.00
	SOCKWELL/STEVEN//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	450.00
	WYNN/CHARLES//	April 2023	Uniform Allowance	0	03/01/2023	03/01/2023	450.00
							<u>6,088.00</u>
100-021.000-511.000	OFFICE SUF						
	STAPLES	3532380799	Office Supplies	0	03/04/2023	03/04/2023	118.88
							<u>118.88</u>
100-021.000-575.012	CONTRACTI						
	AXON ENTERPRISE, INC.	INUS135776	Body Camera Equipment Licens	0	02/02/2023	02/02/2023	2,905.20
	EVERBRIDGE, INC.	M74801	Mass Notification System	0	03/07/2023	03/07/2023	5,100.00
	MOTOROLA SOLUTIONS - S	6853620220901	Starcom Radios	0	10/01/2022	10/01/2022	892.00
	MOTOROLA SOLUTIONS - S	6923820221003	Starcom Radios	0	11/01/2022	11/01/2022	892.00
	MOTOROLA SOLUTIONS - S	6994420221101	Starcom Radios	0	12/01/2022	12/01/2022	892.00
	MUNICIPAL SYSTEMS LLC	202301168 202301169	Collections	0	01/31/2023	01/31/2023	1,695.00
							<u>12,376.20</u>
100-021.000-581.000	MISCELLAN						
	READY REFRESH	13B0122782881	Water Service	0	02/10/2023	02/10/2023	111.37
							<u>111.37</u>
100-021.000-601.000	DUES,SUBS						
	ILASSOC OF CHIEFS OF PO	12924	Poster	0	02/24/2023	02/24/2023	91.00

INVOICE APPROVAL LIST BY FUND REPORT

Date: 03/16/2023
 Time: 10:16 am
 Page: 4

VILLAGE OF UNIVERSITY PAR

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							91.00
100-021.000-609.000	TRAINING -						
	NORTH EAST MULTI-REGION	319206	Training	0	02/08/2023	02/08/2023	375.00
	NORTH EAST MULTI-REGION	312899	Training	0	10/20/2022	10/20/2022	225.00
							600.00
100-021.000-741.000	PURCHASE						
	AXON ENTERPRISE, INC.	INUS135776-1	Body Camera Equipment	0	02/02/2023	02/02/2023	24,289.98
							24,289.98
al Dept. POLICE - UNIFORM PATROL:							44,764.55
Dept: 022.000	POLICE - INVESTIG						
100-022.000-741.000	PURCHASE						
	T-MOBILE USA, INC	9526161420	Equipment	0	02/28/2023	02/28/2023	25.00
							25.00
.. POLICE - INVESTIGATIONS/YOUTH:							25.00
Dept: 030.000	FIRE - ADMINISTR						
100-030.000-575.007	CONTRACT						
	COUNTY OF WILL	January 2023-001	Bldg Repay Safety Dispatch	0	02/03/2023	02/03/2023	188.16
	COUNTY OF WILL	January 2023-001	Safety Dispatch	0	02/03/2023	02/03/2023	4,975.69
							5,163.85
Total Dept. FIRE - ADMINISTRATION:							5,163.85
Dept: 031.000	FIRE - SUPPRESSIO						
100-031.000-455.001	MAINTENAN						
	NAPA, GENUINE PARTS CO	783547	FD:General Vehicle Maintenance	0	01/24/2023	01/24/2023	315.37
	NAPA, GENUINE PARTS CO	783940	FD:General Vehicle Maintenance	0	01/27/2023	01/27/2023	9.76
	NAPA, GENUINE PARTS CO	784981	FD:General Vehicle Maintenance	0	02/05/2023	02/05/2023	27.98
	NAPA, GENUINE PARTS CO	785362	FD:Vehicle Maintenance	0	02/08/2023	02/08/2023	73.23
	STONY TIRE INC.	1-176498	FD: E96 emergency flat repair	0	07/11/2022	07/11/2022	1,005.71
							1,432.05
100-031.000-455.002	MAINTENAN						
	AMBER MECHANICAL CONT	W30698	FD: Station 1 HVAC repairs	0	11/10/2022	11/10/2022	391.50
	AMBER MECHANICAL CONT	W30730	FD: Station 1 HVAC repairs	0	11/15/2022	11/15/2022	1,908.61
	AMBER MECHANICAL CONT	W30901	FD: Station 1 HVAC repairs	0	11/30/2022	11/30/2022	333.00
	GENERATOR TECHNOLOGIE	42685	FD: Station 2 Generator Mainte	0	01/31/2023	01/31/2023	253.10
	MENARDS, INC #3087	80082-02132023	FD: Facility Supplies	0	02/13/2023	02/13/2023	147.73
	MENARDS, INC #3087	80850	FD: Facility Supplies	0	02/28/2023	02/28/2023	147.86
							3,179.80
100-031.000-455.005	MAINTENAN						
	NAPA, GENUINE PARTS CO	786009	FD: Reciprocating Saw Blades	0	02/14/2023	02/14/2023	67.98
							67.98
100-031.000-511.000	OFFICE SUP						
	STAPLES	3530445212	Office Supplies	0	02/11/2023	02/11/2023	28.08
							28.08
100-031.000-581.000	MISCELLAN						
	READY REFRESH	13B0122782881	Water Service	0	02/10/2023	02/10/2023	111.37
							111.37
Total Dept. FIRE - SUPPRESSION:							4,819.08
Dept: 032.000	FIRE - EMERG MEI						
100-032.000-455.001	MAINTENAN						
	EMIL'S TIRES	M1280	FD: A97 Replacement Tires	0	01/28/2023	01/28/2023	1,032.52
	FOSTER COACH SALES, INC	25294	FD: A96 Repairs	0	01/31/2023	01/31/2023	1,782.60
	J & J'S CREATIVE COLORS,	317998	FD: Ambulance Seat Repairs	0	02/14/2023	02/14/2023	600.00

INVOICE APPROVAL LIST BY FUND REPORT

Date: 03/16/2023

Time: 10:16 am

Page: 6

VILLAGE OF UNIVERSITY PAR

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							3,315.12
100-032.000-521.000	MEDICAL ST MENARDS, INC #3087	80849	FD: EMS Inspections	0	02/28/2023	02/28/2023	136.92
							136.92
FIRE - EMERG MEDICAL & RESCUE:							3,452.04
Dept: 050.000 PUBLIC WORKS DI							
100-050.000-455.001	MAINTENAN						
	ADVANCE AUTO PARTS	7758300362924	PARTS	0	01/03/2023	01/03/2023	519.62
	ADVANCE AUTO PARTS	8300342528 7758300362931	PARTS/SUPPLIES	0	01/03/2023	01/03/2023	330.55
	ADVANCE AUTO PARTS	7758300362949	PARTS/SUPPLIES	0	01/03/2023	01/03/2023	66.59
	ADVANCE AUTO PARTS	7758300463010	PARTS/SUPPLIES	0	01/04/2023	01/04/2023	257.40
	ADVANCE AUTO PARTS	7758300663126	PARTS/SUPPLIES	0	01/06/2023	01/06/2023	35.37
	ADVANCE AUTO PARTS	8301863566 7758301863573	PARTS/SUPPLIES	0	01/18/2023	01/18/2023	216.69
	ADVANCE AUTO PARTS	7758301863590	PARTS/SUPPLIES	0	01/18/2023	01/18/2023	991.36
	ADVANCE AUTO PARTS	7758302063665	PARTS/SUPPLIES	0	01/20/2023	01/20/2023	120.56
	ADVANCE AUTO PARTS	7758302643366	PARTS/SUPPLIES	0	01/26/2023	01/26/2023	174.95
	ADVANCE AUTO PARTS	8302763936 7758302763943	PARTS/SUPPLIES	0	01/27/2023	01/27/2023	135.54
	ADVANCE AUTO PARTS	7758303063998	PARTS/SUPPLIES	0	01/30/2023	01/30/2023	130.39
	DEJONG EQUIPMENT CO., II	46955	PARTS/SUPPLIES	0	02/01/2023	02/01/2023	348.06
	DEJONG EQUIPMENT CO., II	46972	PARTS/SUPPLIES	0	02/02/2023	02/02/2023	55.32
	DEJONG EQUIPMENT CO., II	46957	PARTS/SUPPLIES	0	02/24/2023	02/24/2023	202.99
	ENTERPRISE FM TRUST	4692609	Vehicle Maintenance	0	03/03/2023	03/03/2023	399.28
	FIREPENNY	56647	Sweeper Parts	0	02/14/2023	02/14/2023	111.46
	NAPA, GENUINE PARTS CO	787714	Parts	0	02/28/2023	02/28/2023	607.74
	NAPA, GENUINE PARTS CO	787719	Parts	0	02/28/2023	02/28/2023	173.11
							4,871.98
100-050.000-455.005	MAINTENAN						
	DEJONG EQUIPMENT CO., II	47045	Backhoe Parts	0	02/10/2023	02/10/2023	251.28
	ENTERPRISE FM TRUST	4663377 (3 of 3)	Vehicle Maintenance	0	02/04/2023	02/04/2023	3,934.12
							4,185.40
100-050.000-455.008	MAINTENAN						
	ADT	5140-975041581DPW	Monitoring Service	0	02/19/2023	02/19/2023	160.62
	ADT	5142-975041586VH	Monitoring Service	0	02/19/2023	02/19/2023	161.07
	ADT	3350-973507324RF	Monitoring Service	0	03/01/2023	03/01/2023	135.48
	ANDERSON PEST SOLUTION	31402003	Golf Club Pest Control	0	02/05/2023	02/05/2023	92.46
	ANDERSON PEST SOLUTION	33193284	Golf Club Pest Control	0	03/05/2023	03/05/2023	92.46
	CALUMET CITY PLUMBING &	55888	REPAIRS PW	0	01/04/2023	01/04/2023	3,440.00
	CENTRAL OVERHEAD DOOF	2324	Door Repair	0	02/03/2023	02/03/2023	485.00
	CRETE LUMBER & SUPPLY	166068 166189	Building supplies	0	02/27/2023	02/27/2023	117.20
	ELMER & SON LOCKSMITHS	406496	VH Lock Replacement	0	02/02/2023	02/02/2023	1,108.85
	ELMER & SON LOCKSMITHS	406751	Keys for PD	0	02/13/2023	02/13/2023	59.00
	JOHNSON CONTROLS SECL	38368700	Alarm System Installation FS2	0	01/18/2023	01/18/2023	1,706.40
	MENARDS, INC #3087	79303	SUPPLIES	0	01/30/2023	01/30/2023	73.37
	MENARDS, INC #3087	79442	SUPPLIES	0	02/01/2023	02/01/2023	224.49
	MENARDS, INC #3087	79749	SUPPLIES	0	02/07/2023	02/07/2023	68.94
	MENARDS, INC #3087	80119	Cleaning Supplies	0	02/14/2023	02/14/2023	161.09
	MENARDS, INC #3087	80231 80251	Electric Supplies	0	02/16/2023	02/16/2023	116.86

INVOICE APPROVAL LIST BY FUND REPORT

Date: 03/16/2023

Time: 10:16 am

Page: 6

VILLAGE OF UNIVERSITY PAR

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
ORKIN		239692492	Pest Control	0	01/28/2023	01/28/2023	69.00
ORKIN		239692490	Pest Control	0	01/28/2023	01/28/2023	75.00
ORKIN		239692491	Pest Control	0	01/30/2023	01/30/2023	75.00
ORKIN		239692493	Pest Control	0	01/30/2023	01/30/2023	69.00
ORKIN		239692489	Pest Control	0	01/30/2023	01/30/2023	62.00
ORKIN		239692494	Pest Control	0	01/30/2023	01/30/2023	43.00
ORKIN		241210425	Pest Control	0	02/16/2023	02/16/2023	69.00
ORKIN		241210424	Pest Control	0	02/22/2023	02/22/2023	75.00
ORKIN		241210423	Pest Control	0	02/22/2023	02/22/2023	75.00
ORKIN		241210426	Pest Control	0	02/22/2023	02/22/2023	69.00
ORKIN		241210427	Pest Control	0	02/22/2023	02/22/2023	43.00
ORKIN		241210422	Pest Control	0	02/27/2023	02/27/2023	62.00
SAUNORIS		707985	Stone	0	02/03/2023	02/03/2023	24.75
ULINE		159069189	SUPPLIES	0	01/23/2023	01/23/2023	3,428.63
UNIFIRST CORPORATION		1201000561	Supplies	0	03/01/2023	03/01/2023	75.35
							12,465.90
100-050.000-455.009 MAINT - STF							
HELSEL JEPPELSON ELECT		913675	Streetlight supplies	0	02/14/2023	02/14/2023	424.27
HELSEL JEPPELSON ELECT		913938	LIGHTS/SUPPLIES	0	02/17/2023	02/17/2023	206.36
HELSEL JEPPELSON ELECT		914053	Streetlight supplies	0	02/21/2023	02/21/2023	544.00
MEADE ELECTRIC COMPAN		703783	Street Lights	0	02/20/2023	02/20/2023	3,001.67
MEADE ELECTRIC COMPAN		703784	Street Lights	0	02/20/2023	02/20/2023	360.69
MEADE ELECTRIC COMPAN		703794	Street Lights	0	02/21/2023	02/21/2023	358.17
							4,894.16
100-050.000-503.001 UNIFORMAI							
UNIFIRST CORPORATION		548424	UNIFORMS	0	02/15/2023	02/15/2023	305.05
UNIFIRST CORPORATION		549599	UNIFORMS	0	02/22/2023	02/22/2023	305.05
UNIFIRST CORPORATION		1201000562	UNIFORMS	0	03/01/2023	03/01/2023	289.77
							899.87
100-050.000-505.000 GASOLINE,							
FEECE OIL COMPANY		3955666 3955667	GAS,OIL	0	02/13/2023	02/13/2023	4,368.91
FEECE OIL COMPANY		3955791 3955792	GAS,OIL	0	02/14/2023	02/14/2023	3,628.66
FEECE OIL COMPANY		3957550	GAS,OIL	0	02/22/2023	02/22/2023	949.16
							8,964.83
100-050.000-555.005 UTILITIES - ,							
JULIE, INC.		2023-1811-2	JULIE	0	01/06/2023	01/06/2023	280.41
							280.41
100-050.000-581.000 MISCELLAN							
READY REFRESH		1380122782881	Water Service	0	02/10/2023	02/10/2023	131.61
WELDSTAR COMPANY		2138229	Welding Supplies	0	01/23/2023	01/23/2023	247.63
							379.14
Dept. PUBLIC WORKS DEPARTMENT:							36,941.49
tal Fund GENERAL FUND:							336,711.32
Fund: 200 ROAD & BRIDGE FUNT							
Dept: 000.000							
200-000.000-456.010 MAINTENAN							
GREENFIELDS LAWN CARE,		1800	Snow Removal	0	03/06/2023	03/06/2023	1,025.00
HOMEWOOD DISPOSAL SEF		8153319	BRANCHES	0	01/11/2023	01/11/2023	80.00
HOMEWOOD DISPOSAL SEF		8118337	BRANCHES	0	12/16/2022	12/16/2022	1,227.20
HOMEWOOD DISPOSAL SEF		8119543	BRANCHES	0	12/19/2022	12/19/2022	984.00
HOMEWOOD DISPOSAL SEF		8119898	BRANCHES	0	12/19/2022	12/19/2022	166.40
VERNON AND MAZ, INC.		48845	Village Welcome Sign	0	02/27/2023	02/27/2023	885.00
							4,367.60
Total Dept. 000000:							4,367.60

INVOICE APPROVAL LIST BY FUND REPORT

Date: 03/16/2023
 Time: 10:16 am
 Page: 7

VILLAGE OF UNIVERSITY PAR

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
d ROAD & BRIDGE FUND:							4,367.60
Fund: 210 TOWNCENTER FUND I							
Dept: 000.000							
210-000.000-465.008	MAINTENAN						
	QUALITY ALARM SYSTEMS,	144731	Monitoring Service	0	03/13/2023	03/13/2023	810.00
							810.00
Total Dept. 000000:							810.00
CENTER FUND MIDBANK:							810.00
Fund: 280 CAPITAL PROJECT FU							
Dept: 000.000							
280-000.000-741.006	PURCHASE						
	ENTERPRISE FM TRUST	4692609	Lease Truck Lease	0	03/03/2023	03/03/2023	2,898.90
							2,898.90
Total Dept. 000000:							2,898.90
CAPITAL PROJECT FUND:							2,898.90
Fund: 500 PAYROLL FUND							
Dept: 000.000							
500-000.000-225.000	PAYABLE - II						
	AFLAC	February 2023	Employees' After Payroll Deduc	0	02/28/2023	02/28/2023	1,727.84
	COLONIAL LIFE & ACCIDENT	February 2023 Pre-Tax	Employees' After Payroll Deduc	0	02/28/2023	02/28/2023	218.72
	COLONIAL LIFE & ACCIDENT	February 2023 Post Tax	Employees' After Payroll Deduc	0	02/28/2023	02/28/2023	319.31
	GLOBE LIFE LIBERTY NATIO	February 2023	Employees' After Payroll Deduc	0	02/28/2023	02/28/2023	128.36
	LEGAL SHIELD	February 2023	Employees' After Payroll Deduc	0	02/28/2023	02/28/2023	107.60
	NATIONWIDE RETIREMENT	February 2023	Employees' After Payroll Deduc	0	02/28/2023	02/28/2023	100.00
	NCPERS GROUP LIFE INSUR	February 2023	Employees' After Payroll Deduc	0	02/28/2023	02/28/2023	32.00
	TEAMSTERS LOCAL 700	February 2023	Police Union Dues	0	03/03/2023	03/03/2023	1,001.00
							3,634.83
Total Dept. 000000:							3,634.83
Total Fund PAYROLL FUND:							3,634.83
Grand Total:							347,422.65