VILLAGE OF BOLINGBROOK

REGULAR MEETING

AGENDA FOR JULY 28, 2020

ROGER C. CLAAR
Mayor

TRUSTEES
MICHAEL T. LAWLER
MARY S. ALEXANDER-BASTA
MICHAEL J. CARPANZANO
ROBERT M. JASKIEWICZ
SHELDON L. WATTS
MARIA A. ZARATE

CAROL. S. PENNING
Village Clerk

BURT ODELSON
Village Attorney
Odelson, Sterk, Murphey,
Frazier, McGrath. Ltd.

PLEDGE OF ALLEGIANCE:

A. ROLL CALL:

B. APPROVAL OF MINUTES:

1. Regular Meeting of July 14, 2020

C. APPROVAL OF AGENDA:

D. APPROVAL OF APPOINTMENTS – BOARDS AND COMMISSIONS:

E. REPORTS OF OFFICERS:

1. Mayor

   a. Swearing In – Fire Department

      1. David Proffitt to Lieutenant
      2. James Gray to Lieutenant
      3. Brian Gaston to Lieutenant
      4. Austin Cruse to Firefighter/Paramedic – Badge #7235

   1
2. Public Comments Regarding Items Before the Board this Evening

F. MOTIONS

1. Motion to Adopt a Revised Organizational Chart for Village Personnel

2. Motion to Swear In Kenneth Teppel and Lucas Rickelman as Village Co-Administrators Effective August 1, 2020

3. Staff

   a. Bill Approval

      1. Bill Listing A - $ 958,008.07
      2. Bill Listing B - $ 211,440.73
      Total       $1,169,448.80

   b. Tax Receipts

      2. April 2020 Sales Tax - $2,293,871.50 (April 2019 Sales Tax - $2,654,616.59) – 13.6% Decrease
      4. April 2020 State Administrative Fee - $17,694.45
G. RESOLUTIONS

1. Resolution (20R-023) Approving a Contract with BKD CPA's and Advisors for Village’s 2019-2020 and 2020-2021 Fiscal Audit

H. ORDINANCES

1. PC 20.07 Approval of a Special Use Permit for a Planned Development with Variances, Final Development Plan and Final Plat of Subdivision, Drew Enterprises Development, Southeast Corner of Stevenson Drive and East South Frontage Road, Paul Lombardo, Corporate Crossing Stormwater Management, LLC; Applicant
   • Ordinance (20-029) Approving Special Use Permit for a Planned Development with Variances, Final Development Plan and Plat of Subdivision (Corporate Crossing Stormwater Management)

2. PC 20.10 Approval of a Special Use Permit for a Planned Development with Variances and Final Development Plan, Stevenson Crane, 410 Stevenson Drive, Dan Stevenson, Steven Properties, LLC; Applicant
   • Ordinance (20-030) Approving Special Use Permit for a Planned Development with Variances and Final Development Plan for Stevenson Crane (410 Stevenson Drive)

3. PC 20.09 Approval of a Special Use Permit for a Planned Development, Performance Motor Sports, 490 Woodcreek Drive, Suite C, Lewis Fair, Performance Motor Sports; Applicant
   • Ordinance (20-031) Approving Special Use Permit for a Planned Development for Performance Motor Sports
4. Ordinance (20-032) Approving Cable Television Franchise Agreement By and Between the Village of Bolingbrook and Comcast Illinois VI, LLC

5. Ordinance (20-033) Establishing a New Class "D-9" Liquor License

6. Ordinance (20-034) Amending Chapter 13 of the Municipal Code and Decreasing Class "C-8" (Beer & Wine) from Four (4) to Three (3) and Increasing Class "D-9" (Full Service) from Zero (0) to One (1) – Honey Jam Café LLC D/B/A Honey Jam Café – 120 E. Boughton Road

I. Motion to Adjourn and Reconvene (If Necessary)

J. PUBLIC HEARINGS SCHEDULED FOR 8:00 P.M.


2. TEF Weber Property – Proposed Annexation Agreement and Rezoning of ±6.49 acres of property at the Northwest Corner of Weber Road and I-55 – TEF Weber LLC, Petitioner

3. I-55 and Route 126 - Proposed Annexation of ±43.3 Acres at the Southeast Corner of I-55 and Route 126 – Village of Bolingbrook, Petitioner

4. Carlow Corporate Center – Amendment to Annexation Agreement Affecting ±15.22 Acres Near the Southeast Corner of Rodeo Drive and Kings Road
K. ORDINANCES – (CONTINUED)

7. Ordinance (20-035) Approving Annexation Agreement with Plainfield School District 202 (Subject to Attorney Approval)

8. Ordinance (20-036) Annexing Certain Territory to the Village for Plainfield School District 202 (Subject to Attorney Approval)

9. PC 20.08 Approval of a Rezoning from E-R Estate Residence to I-1 Limited Industrial and R-3 Single Family Residence, Plainfield School District, Northeast Corner of Remington Boulevard and Kings Road, Tom Kenrich, Northern Builders, Inc.; Applicant
   - Ordinance (20-037) Rezoning for Property Commonly Known as the Plainfield School District 202 Property (Subject to Attorney Approval)

10. Ordinance (20-038) Approving Annexation Agreement with TEF Weber, LLC – (Subject to Attorney and Mayor Approval)

11. Ordinance (20-039) Annexing Certain Territory to the Village for TEF Weber Property – (Subject to Attorney and Mayor Approval)

12. PC 20.11 Approval of a Rezoning from E-R Estate Residence to I-1 Limited Industrial and a Special Use Permit for a Planned Development, TEF Weber Property, Southwest Corner of South West Frontage Road and Weber Road, Benjamin Schuster, Elrod Friedman LLC; Applicant
   - Ordinance (20-040) Approving Rezoning for Property Commonly Known as TEF Weber Property – (Subject to Attorney and Mayor Approval)
13. Ordinance (20-041) – Annexing Certain Territory to the Village for ±43.3 Acres – Village of Bolingbrook Petitioner

14. Ordinance (20-042) – Approving First Amendment to Annexation Agreement (Mary Kelley, Northern Builders, Inc.)

15. PC 20.06 Approval of Rezoning from R-3 Single Family Residence to I-1 Limited Industrial, Carlow Corporate Center West, Southeast Corner of Rodeo Drive and Kings Road, Tom Kenrich, Northern Builders, Inc.; Applicant

   ■ Ordinance (20-043) Approving Rezoning for Property Commonly Known as the Mary Kelley Farm Property (Northern Builders, Inc.)

16. Ordinance (19-093) Amending Chapters 2, 3, 13 and 19 of the Municipal Code Regarding Administration of the Executive Department
L. MOTION

1. Motion to Accept Resignation of Mayor Roger C. Claar

M. QUESTIONS FROM AUDIENCE/PRESS:**

N. TRUSTEES' COMMENTS AND REPORTS:

O. EXECUTIVE SESSION:

P. ADJOURNMENT:

Approval for Submission:

James S. Boan
Village Attorney
Anyone wishing to speak under agenda "Section I—Public Comments" must adhere to the following guidelines:

1) Please announce your name and address before commenting — all comments under PUBLIC COMMENTS are limited to three (3) minutes and each citizen will only be permitted to speak once.

2) Questions must be submitted in writing and responses will be provided prior to the next meeting.

3) At the Village Board meeting, all speakers must address their comments to the Mayor. The Mayor may request that the appropriate member of the Board or Staff respond to the comment.

4) Please do not repeat comments that have already been made by others.

CALL TO ORDER:
The Regular Meeting of the Mayor and Board of Trustees of the Village of Bolingbrook was called to order at the hour of 8:00 p.m., July 14, 2020, in Bolingbrook, Illinois, by Mayor Roger C. Claar.

PLEDGE OF ALLEGIANCE:
Mayor Roger C. Claar requested Bolingbrook Battalion Chief Dan Graff and longtime Bolingbrook resident to lead the pledge to the Flag. Mayor Claar explained that Dan Graff attended the meeting to see the swearing in of a new Battalion Chief. This individual will be replacing him, as it will be Dan’s last day on Wednesday, July 15th as an employee of the Village of Bolingbrook.

Dan shared that he has been a full-time employee of the Village for 29 years. He started as a paid on-call firefighter in 1989. He added that his father George Graff also retired as a Battalion Chief. He was one of the original six that worked for the Bolingbrook Fire Department. George Graff started working for the Village in 1973 and was a resident since the early sixties. Dan indicated that it has been a true honor to be a part of the organization, serve the residents in community and work alongside all of the individuals within the organization. He currently teaches at the College of DuPage.

ROLL CALL:
Village Clerk, Carol S. Penning, called the roll:
Present were: Mayor Roger C. Claar, Trustees Maria A. Zarate, Michael T. Lawier, Mary Alexander Basta, Michael J. Carpanzano, Sheldon L. Watts and Robert M. Jaskiewicz

Also present were:
Village Clerk – Carol S. Penning, Village Attorney – Burt Odelson, Public Safety Director – Ken Teppel, Finance Director – Rosa Cojulun, Director of Public Services & Development - Lucas Rickelman, Deputy Police Chief – Michael Rompa and Deputy Fire Chief - Trinidad Garza

Absent: None

JOURNAL OF PROCEEDINGS:
Motion Basta, second Lawler to approve the minutes of the regular meeting of June 23, 2020 as submitted by the Village Clerk.

Voice vote. Motion carried.

APPROVAL OF AGENDA/ADDITIONS:
Mayor Claar requested that the order of the Ordinance be changed so that the following Ordinance would be discussed last.

Ordinance 19-093 - Amending Chapters 2, 3, 13 and 19 of the Municipal Code Regarding Administration of the Executive Department – (For Discussion Only):

Bd. Min. 07.14.20
Burt Odelson, Village Attorney indicated that he had no additions or deletions for the agenda. Motion Carpanzano, second Watts to approve the agenda as amended.

Voice vote. Motion carried.

**APPROVAL OF APPOINTMENTS – BOARDS AND COMMISSIONS:** None

**PRESENTATIONS:** None

**PROCLAMATIONS:** None

**PUBLIC HEARING:** None

**REPORTS OF OFFICERS:**

**PROMOTIONS/SWARING IN:**
**MAYOR CLAAR ADMINISTERED THE OATH OF OFFICE TO THE FOLLOWING INDIVIDUALS:**

**Fire Department:**
Appointments:

Joseph Fagan - Battalior Chief

Mark Buettner - Lieutenant

Mayor Claar provided background information on both individuals. Joseph Fagan and Mark Buettner introduced their family members.

Members of the Fire and Police Board that were in attendance: Chair Major Jones, Vice-Chair Gretchen Schroeter, Talat Rashid, Prim Lalvani, Sandra Baldassano and Ray Macri

Also present were:
Public Safety Director Ken Teppel and Deputy Fire Chief Trinidad Garza

Mayor Claar provided details on the duties of the Fire and Police Board. He indicated that they are a board, which follows the rules and guidelines of the Illinois State Statutes. The Mayor appoints members of the Fire and Police Board with the approval of the Village Board. The Fire and Police Board interviews prospective firefighters and police officers. They conduct the testing and make sure the physical agility and written tests are taken. In addition, they conduct interviews of all applicants and establish a hiring list. That list is good for two years and then they start the process over again. It is a very tedious and time demanding job. He thanked each of the members of the Fire and Police Board for their service.
PUBLIC COMMENTS REGARDING ITEMS BEFORE THE BOARD THIS EVENING:
Bolingbrook resident, David Startek, who resides on Bethel Avenue, which faces east of the new Kings Road extension had a specific question regarding the inconsistency of the speed limit. He shared that north of Hassert Boulevard the speed limit is 30 miles per hour and south of Hassert Boulevard the speed limit is 40 miles per hour.

Mayor Claar indicated that Mr. Startek raises a valid point and that the speed limit should be consistent. He directed Director of Public Services Lucas Rickelman to meet with David Startek to discuss his request and come up with a resolution.

BILL APPROVAL:
Motion Watts, second Jaskiewicz to approve expenditures submitted as Bill Listing A - Payables in the amount of $510,897.18. Bill Listing B - Pre-Paid in the amount of $3,635,198.54, totaling $4,146,095.72. (Copies were made available in the Finance Department and the Village Clerk's Office.)

ROLL CALL:  Yea  6    Zarate, Lawler, Basta, Watts, Carpanzano, Jaskiewicz
             Nay  0   None
             Absent 0   None

Motion carried.

MOTIONS:

MOTION TO AMEND THE START TIME FOR THE JULY 28, 2020 REGULAR BOARD MEETING FROM 8:00 P.M. TO 7:00 P.M.
Motion Lawler, second Basta to accept a motion to amend the start time for the July 28, 2020 regular board meeting from 8:00 p.m. to 7:00 p.m.

The Village has published a number (4) of Public Hearings and Annexations, which are going to add to the agenda for the July 28th meeting. There will also be a number of business items. Therefore, the staff has requested the starting time be moved to 7:00 p.m.

ROLL CALL:  Yea  6    Zarate, Lawler, Watts, Basta, Carpanzano, Jaskiewicz
             Nay  0   None
             Absent 0   None

Motion carried.

RESOLUTIONS: None

ORDINANCES:

ORDINANCE 20-026 PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $52,500,000 GENERAL OBLIGATION REFUNDING BONDS IN ONE OR MORE SERIES OF THE VILLAGE OF BOLINGBROOK, WILL AND DUPAGE COUNTIES, ILLINOIS, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE
PRINCIPAL OF AND INTEREST ON SAID BONDS – SUBJECT TO ATTORNEY APPROVAL

Motion Basta, second Watts to pass an ordinance providing for the issuance of not to exceed $52,500,000 general obligation refunding bonds in one or more Series of the Village of Bolingbrook, Will and DuPage Counties, Illinois, and providing for the Levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds – subject to Attorney Approval.

This Ordinance authorizes the issuance of up to $52,500,000.00 General Obligation Bonds to refinance portions of existing 2013 and 2014 G.O. issued bonds. There is no new debt being issued. Additionally, the Village is authorizing the use of $8 million from fund balances in the Westside Regional Stormwater Fund ($5 million) and General Corporate Fund ($3 million) to pay down debt. These funds come from the sale of vacant land around the Golf Course, lots in Americana Estates and stormwater contributions. The present value savings of the refinancing was estimated at 7.825% and the savings would be $9,936,136.00. The Village’s current outstanding debt (principal) is $284,225,000.00. After the refinancing, the Village’s outstanding debt will be reduced to $249,795,000.00. This is a long-term debt reduction of $34,430,000.00. Provided the municipal market stays stable, the closing should occur in early September 2020. This Ordinance is being passed subject to attorney approval so the Village can make sure all of the parameters mentioned above are met when the bonds go to market.

Mayor Claar outlined what the debt originally provided for including the many improvements and projects for the residents of Bolingbrook as follows:
The debt provided for the west stormwater land acquisition, the stormwater around Arcadia Court, Hastert Boulevard from Weber Road to Essington Road, the Westside stormwater grading excavation, the Public Works building, the construction of Fire Stations Four and Five, Crossroads Parkway, Kings Road to 95th Street, Remington Boulevard extension, Veterans Parkway, Royce Road, Northeast Frontage Road traffic signals in numerous locations, Historic Bolingbrook sidewalks and street lights that residents in the historic part of Bolingbrook requested, Fire Station Three renovations, Town Center improvements, the Citizens Utilities lagoon and stormwater where Meyer Park is now located, which used to be a lagoon with a sewage treatment plant, Janes Avenue improvements, Lily Cache Lane expanded to four lanes, the addition to the Police Department, the renovation of the Community Center and the King Road roundabout improvements. He mentioned that he listed just some of the bigger projects and that is why the debt was structured to provide for the infrastructure of Bolingbrook.

Mayor Claar added that it was designed to be paid down as we collected revenues off the stormwater plan, and we are doing exactly what we said we would do. He stated that he was extremely proud that the debt has been reduced from over 300 million down to 249 million and will continue to be reduced in future years.

Trustee Watts commented that it took Mayor Claar, the staff and the legal team a lot of time structuring this refinace. He added that the Mayor and the Board would take every opportunity to refinance the debt and find savings. This is another great example of that with over nine million dollars in savings. He thanked the Mayor and staff for their diligence in structuring the refinace.
ROLL CALL: Yea 6 Zarate, Lawler, Watts, Basta, Carpanzano, Jaskiewicz
Nay 0 None
Absent 0 None

Motion carried.

ORDINANCE 20-027
AMENDING CHAPTER 13 OF THE MUNICIPAL CODE AND DECREASING CLASS “A” FROM THREE (3) TO TWO (2) AND INCREASING CLASS “D” FROM SEVENTEEN (17) TO EIGHTEEN (18) – HOLIDAY INN
Motion Jaskiewicz, second Basta to pass an ordinance amending Chapter 13 of the Municipal Code and decreasing class “A” from three (3) to two (2) and increasing class “D” from seventeen (17) to eighteen (18) – Holiday Inn.

Holiday Inn at 205 Remington Boulevard has had a Class “A” liquor license since they opened. Class “A” licenses are what are called “bar or tavern” licenses. The hotel has submitted a request to convert that license to a Class “D” (full service) license, which is what other hotels have. This Ordinance decreases the Class “A” liquor licenses from three (3) to two (2) and increases the Class “D” licenses from seventeen (17) to eighteen (18) to reflect the change.

ROLL CALL: Yea 6 Zarate, Lawler, Watts, Basta, Carpanzano, Jaskiewicz
Nay 0 None
Absent 0 None

Motion carried.

ORDINANCE 20-028
AMENDING CHAPTER 13 OF THE MUNICIPAL CODE AND INCREASING CLASS “D-2” FROM TWENTY (20) TO TWENTY-ONE (21) – MANDY’S SOUL FOOD KITCHEN, LLC:
Motion Watts, second Carpanzano to pass an ordinance amending Chapter 13 of the Municipal Code increasing class “D-2” from twenty (20) to twenty-One (21) – Mandy’s Soul Food Kitchen, LLC.

Mandy’s Soul Food Kitchen is relocating from the Indian Oaks Plaza on Route 53 to 151 E. Boughton Road. The restaurant has applied for a Class “D-2” liquor license. This license requires 60% food sales and is what most of the other restaurants have. This Ordinance increases the number of full service Class “D-2” licenses from twenty (20) to twenty-one (21) to accommodate the request.

ROLL CALL: Yea 6 Zarate, Lawler, Watts, Basta, Carpanzano, Jaskiewicz
Nay 0 None
Absent 0 None

Motion carried.
ORDINANCE 19-093
AMENDING CHAPTERS 2, 3, 13 AND 19 OF THE MUNICIPAL CODE REGARDING ADMINISTRATION OF THE EXECUTIVE DEPARTMENT – (FOR DISCUSSION ONLY):
This Ordinance would convert the Office of the Mayor from a full-time to a part-time position. The change would be effective with the Consolidated Election in April of 2021. The salary for part-time Mayor would be $35,000.00 a year and would include the duties of Alcohol and Tobacco Commissioner. Trustee salary would be $16,625.00 and the Clerk salary would be $24,000.00. The Clerk’s position will be a part-time elected position. All salaries would be adjustable annually based on the consumer price index (CPI). The Ordinance will also re-establish the Village Administrator position and formalize the Deputy Mayor position with a 5% stipend over the Trustee salary. Note: Terms and conditions of office cannot be changed during the current term of office and changes must be approved at least one hundred-eighty days (180) prior to an election.

Mayor Claar reiterated the overall reasons for this ordinance. He also added that the Mayor and Village Clerk will be required a minimum of six hours per week presence at Village Hall. Mayor Claar added that the next position, the clerk will not be a village employee other than the position of part-time elected clerk.

Mayor Claar shared that a new reorganization plan of the administration below that of the Mayor and Board has been presented to the trustees. The details of that plan will be released later in the week for general public consumption. There will be the establishment of co-administrators which is a unique solution, but was well received by the trustees. The reorganization will take place the first of August.

QUESTIONS FROM AUDIENCE/PRESS:

TRUSTEE COMMENTS AND REPORTS:

TRUSTEE ZARATE
Provided details for the following event: In Lieu of our Annual "Christmas in July" Event, Heart Haven OutReach (H2O) presents the "ANYTIME GOLF TOURNAMENT" at the Bolingbrook Golf Club. H2O’s Annual Fundraiser "Give the Gift of Hope to Teens". Learn more and register at https://hearthavenoutraceh.org/golf/. Local teens are struggling with feelings of hopelessness and they need to be reminded, now more than ever, that they are lovable, capable and worthwhile. Your support through this golf event gives H2O the ability to create safe places for teens to build relationships, find support, and have fun while feeling cared for and valued. Please join H2O for a BBQ Celebration and Golf Awards on the evening of Thursday, September 3rd at the Bolingbrook Golf Club.

Shared information on Census 2020 – Bolingbrook Counts. Today, more than ever before, we need to count everyone living in the Village of Bolingbrook in order to ensure that our community receives critical resources and accurate representation. Regardless of your legal status, your religion, how many are in your family, or who is part of it, we all count in Bolingbrook! It only takes a few minutes to fill out the census. Visit: my2020census.gov or call (844) 330-2020 as they are available from 7 a.m. to 2 p.m. seven days a week. She then shared this important information in Spanish.
TRUSTEE LAWLER
Reiterated that this is construction season. Residents can see the roads that are under construction for this summer on the Village’s website. Please be advised that street resurfacing work on Boughton Road between Kings Road and Naperville Plainfield Road has started. The work will be completed within two to three weeks. There will be occasional lane closures during normal work hours (Monday through Friday) while Boughton Road is being resurfaced. After work hours there will not be any lane closures and Boughton Road will be open. We encourage motorists to take an alternate route if possible and/or allow extra time to travel through this area.

Shared that tomorrow night starts the first, in a series of concerts sponsored the Village of Bolingbrook. Last week we completed the first six concerts that were sponsored by the Bolingbrook Park District. We continue to practice social distancing behavior. The Hill is marked off indicating proper separation and spacing. We request that you keep your distance in between other parties. This has worked out well. Last week, we had a good sized crowd and residents wore face coverings. The concerts always start at 7:30 p.m. and go until 9:00 p.m. You can gather on the Hill, there are chairs provided or you can bring your own chairs. There will be food and beverages available.

TRUSTEE BASTA
Shared that there is an urgent need for blood donations. There are several blood drives coming up over the next few weeks as follow:

August 1: Knights of Columbus Council 11092 is hosting a drive at Bolingbrook Fire Department (Station 5) - Details: https://donate.illinois.versiti.org

August 14: Mobile Drive at the Fountaindale Public Library in Bolingbrook - Details: https://donate.illinois.versiti.org

August 28: The American Red Cross and the Community Service Council will be hosting a Bolingbrook community blood drive. This will be their second blood drive from 10:00 a.m. to 3:00 p.m.

Provided important information on the Village of Bolingbrook’s cooling centers. First of which is the Bolingbrook Community Center 201 Canterbury Lane, two at the Promenade as follows: building 400 behind Barnes and Noble, as well as building 700 across from Rock Bottom and at Bolingbrook Fire Station number four. Lastly, she indicated that back by popular demand, is that Coffee with the Chiefs will be returning on August 4th. Please stay tuned for more details on locations and times.

TRUSTEE WATTS
Shared information from the Bolingbrook STEM Association. They will be offering a summer break STEM camp. It will be virtual. It will take place Monday, July 20th through Friday, July 24th. The STEM camp will be one full week, one-hour session per day. Students will learn about Python. They will learn HTML, the basic concepts on the front end of creating a website. This will be for ages nine to eighteen. It will be published soon on the Bolingbrook STEM Association Facebook page. Please look up Bolingbrook STEM Association or the website@bolingbrookstem.org.
Trojan Football and Cheer are offering three training camps every Wednesday and Friday in July from 5:30 p.m. to 8:00 p.m. They will be exercising safety guidelines and all participants must sign a COVID waiver. Please email BBtrojans@gmail.com for more information. Lastly, shared information on the Will County’s new free electronic drop-off program location in Bolingbrook. That location is 301 Recreation Drive here in Bolingbrook. It is held on the first and third Tuesdays from 5:00 p.m. to 7:00 p.m. They do have some COVID requirements. Participants must remain in their vehicles at all times and you will be asked to show an ID by holding it to the window for staff to see. All electronic items are accepted. They can be broken or obsolete, but they ask that you please remove batteries before dropping off the items.

TRUSTEE CARPANZANO
Shared that the Street Market at the Promenade Bolingbrook had to take a week off due to some weather issues, but they are back every Thursday from 4:00 p.m. to 9:00 p.m. There is not an official concert series, but there will be live music going on while you browse the Street Market. There aren’t any chairs set up, but you can definitely bring your own if you want. They are encouraging social distancing and face coverings. The Street Market will run through September 3rd. The music will play acoustically from 6:00 p.m. until 8:00 p.m. He provided information on the mobile food pantry, which will be held at the Bolingbrook Church tomorrow, July 15th from 10:00 a.m. to 11:30 a.m. They are located at 301 E. Boughton Road. He congratulated the new Fire Department appointments and sent out a big congratulations on a well-served career to retiring Battalion Chief Dan Graff.

TRUSTEE JASKIEWICZ
Shared that all the food pantries in Bolingbrook need help, support and donations. This would include, DuPage Township, the mobile pantries, etc. They all could use food, monetary donations and volunteers – whatever service you could provide to help those in need in our community.

Provided information on the August 22nd Bolingbrook Chamber of Commerce’s Annual Taste of Bolingbrook. It was scheduled for August 8th, but they decided to delay it and move it to later in the month. It is now scheduled for August 22nd at the Promenade. It is always a good time. We know our restaurants have struggled during this period of time over the last three to four months. He encouraged residents to get out and support the restaurants by buying tickets, eating at their locations and attend this fun event.

Mayor Claar pointed out that a question came up on Facebook and the information shared was incorrect. It was in reference to the need to issue more General Obligation Bonds. He stated that the Village will not be issuing more bonds for the debt to pay for the water lines when the lawsuit against Illinois American is completed.

He specifically said that our General Obligation Bonds, which are the full faith and credit of the Village of Bolingbrook; the water fund is based on Revenue Bonds and on the water usage, not on the full faith and credit of the assessed valuation of individual homeowners. Therefore, those are Revenue Bonds and those bonds will be issued by the Northern Illinois Water Agency, which is a combination of Lemont, Woodridge, Romeoville, Homer Glen and Bolingbrook. Mayor Claar restated that the Village will not need to issue any more General Obligation Bonds.
EXECUTIVE SESSION: None

ADJOURNMENT:
Motion Basta, second Lawler to adjourn the meeting.
Voice vote. Motion carried and meeting adjourned at 8:43 p.m.

______________________________
Roger C. Claar
MAYOR

ATTEST:

______________________________
Carol S. Penning, CMC
VILLAGE CLERK
RESOLUTION NO.

RESOLUTION APPROVING A CONTRACT WITH BKD CPAs AND ADVISORS FOR THE VILLAGE'S 2019-2020 and 2020-2021 FISCAL AUDIT

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Mayor and Board of Trustees believe, and hereby declare, that it is in the best interest of the Village to approve a contract with BKD CPAs & Advisors for the 2019-2020 and 2020-2021 fiscal audit.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, ASFOLLOWS:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: The Mayor and Board of Trustees of the Village of Bolingbrook hereby approve a contract with BKD CPAs & Advisors for the 2019-2020 and 2020-2021 fiscal year audit, which is attached hereto as Exhibit 1, in an amount not to exceed $78,700 for the 2019-2020 fiscal audit and $81,500 for the 2020-2021 fiscal audit, and the Mayor and Village Clerk are hereby authorized and directed to execute the Contract in substantially the form attached hereto.

SECTION THREE: Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION FOUR: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS______DAY OF JULY, 2020.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:
APPROVED THIS _____ DAY OF JULY, 2020.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY _____, 2020
February 13, 2020

Mayor Roger Claar  
Village of Bolingbrook  
375 West Briarcliff  
Bolingbrook, Illinois 60440

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to VILLAGE OF BOLINGBROOK.

ENGAGEMENT OBJECTIVES AND SCOPE

We will audit the basic financial statements of VILLAGE OF BOLINGBROOK (Village) as of and for the years ended April 30, 2020, and the related notes to the financial statements.

Our audit will be conducted with the objectives of:

✓ Expressing an opinion on the financial statements

✓ Issuing a report on your compliance based on the audit of your financial statements.

✓ Issuing a report on your internal control over financial reporting based on the audit of your financial statements.

✓ We will provide an in relation to opinion for the Village’s CYEFR required to be submitted in accordance with the Grant Accountability and Transparency Act (GATA).

OUR RESPONSIBILITIES

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud.
An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance having a direct and material effect may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. In making our risk assessments, we consider internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

Michael Senko will oversee and coordinate the engagement. John Cutrera is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of Village’s financial statements. Our report will be addressed to the Board of Trustees of the Village. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

We will also express an opinion on whether supplementary implementation is fairly stated, in all material respects, in relation to the financial statements as a whole.

**YOUR RESPONSIBILITIES**

Our audit will be conducted on the basis that management and, where appropriate, management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. To provide us with:
   a. Access to all information of which management is aware that is relevant to the
      preparation and fair presentation of the financial statements such as records, 
      documentation and other matters;
   b. Additional information that we may request from management for the purpose of the 
      audit; and
   c. Unrestricted access to persons within the entity from whom we determine it necessary 
      to obtain audit evidence.

As part of our audit process, we will request from management and those charged with governance written 
confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

   • The availability of this information
   • Certain representations made during the audits for all periods presented
   • The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated 
     by us during the current engagement and pertaining to the latest period presented are 
     immaterial, both individually and in the aggregate, to the financial statements taken as a whole

With regard to supplementary information:

   • Management is responsible for its preparation in accordance with applicable criteria
   • Management will provide certain written representations regarding the supplementary 
     information at the conclusion of our engagement
   • Management will include our report on this supplementary information in any document that 
     contains this supplementary information and indicates we have reported on the supplementary 
     information
   • Management will make the supplementary information readily available to intended users if it 
     is not presented with the audited financial statements

OTHER SERVICES

We will provide you with the following nonattest services:

   • Preparing a draft of the annual financial report
   • Preparing the Illinois Office of the Comptroller AFR

In addition, we may perform other services for you not covered by this engagement letter. You agree to 
assume full responsibility for the substantive outcomes of the services described above and for any other 
services that we may provide, including any findings that may result. You also acknowledge that those 
services are adequate for your purposes and that you will establish and monitor the performance of those
services to ensure that they meet management’s objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

The fee for our services are as follows:

Financial statement audit, fiscal year ended April 30, 2020 $78,700
Financial statement audit, fiscal year ended April 30, 2021 $81,500

Fees above exclude the implementation of the following Governmental Accounting Standards Board (GASB) Pronouncements:

Applicable for fiscal year ended April 30, 2020

GASB Statement No. 83, Certain Asset Retirement Obligation
GASB Statement No. 84, Fiduciary Activities

Assistance and additional time as a result of the adoption of these new standards will be based on time expended and is estimated to range between $3,000 to $5,000 and will vary based on the level of assistance needed by the Village.

Applicable for fiscal year ended April 30, 2021

GASB Statement No. 87, Leases

Assistance and additional time as a result of the adoption of the new standards will be based on time expended will vary based on the number of leases of the Village.

We will waive an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

Our fees are based upon the understanding that your personnel will be available to assist us (and that our work can be performed within the period of July to October). (Our estimate of time assumes no substantial problems with year-end balances.) Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters
• Pulling selected invoices and other documents from files
• Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

Our timely completion of the audit depends on your timely and accurate schedule and analyses preparation and on the availability of your personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees will increase (but not without prior written notice to the Village).

Our pricing for this engagement and our fee structure is based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10%.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

**IMPLEMENTATION OF FIDUCIARY ACTIVITIES STANDARD**

Governmental Accounting Standards Board Statement No. 84, *Fiduciary Activities*, is effective for fiscal years beginning after December 15, 2018, with retrospective application in the year the update is first applied. The Statement is expected to significantly change how entities evaluate and report fiduciary activities.

If the entity would like to early adopt or begin the process of preparing for the retrospective application of this Statement during the current year’s audit, BKD can assist you with this process. Assistance and additional time as a result of the adoption are not included within our standard engagement fees. We will need input and assistance from the accounting department throughout the process of implementation.
IMPLEMENTATION OF NEW LEASES STANDARD

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for reporting periods beginning after December 15, 2019. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. Assistance and additional time as a result of the adoption of the Statement are not included within our standard engagement fees. Our fees as a result of the adoption of the Statement will be based on time expended and will vary based on the level of assistance and procedures required, which may include but are not limited to:

- Assisting the entity with the evaluation of its current controls and policies for leases and recommended enhancements needed to implement the Statement
- Evaluating and documenting new and revised controls and policies for leases under the Statement
- Assisting the entity with the information gathering necessary to implement the Statement
- Assisting the entity with the evaluation of its current method for calculating and recognizing lease payments
- Assisting the entity with documenting changes from the previous method needed to implement the Statement
- Assistance with drafting of the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by BKD.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

BKD is not acting as your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to you and does not owe you a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such information or communications with any and all internal or external advisors and experts you deem appropriate before acting on any such information or material provided by BKD.

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority
grant by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

In the event BKD or its affiliates or their employees, partners, shareholders, officers or directors (collectively "BKD Parties") are requested or authorized by the Village or are required by government regulation, subpoena, order or other legal process to produce documents or to provide testimony as witnesses with respect to any services rendered pursuant to this engagement or any other work or services provided by BKD parties, the Village will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such request, order, subpoena or legal process.

The Village and BKD Parties agree that no claim or cause of action against BKD Parties arising in whole or in part out of services performed or to be performed under this engagement shall be filed more than two years after (i) the date of the report issued by BKD Parties pursuant to this engagement or (ii) the date of this engagement letter if no report has been issued. The Village and BKD Parties further agree that the maximum liability of BKD Parties for any and all claims and causes of action which may be asserted by the Village arising in whole or in part from any aspect of this engagement is limited to three times the total amount of fees paid by the Village to BKD Parties for services rendered under this engagement letter. The Village waives any claim of cause of action for punitive or exemplary damages against BKD Parties.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 1% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.
We may from time to time utilize third-party service providers, e.g., domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

You may desire to receive peer group benchmarking and higher education institution comparison reports ("Benchmarking Reports") as they become available via BKD ClientLink. These Benchmarking Reports are anonymous and aggregate reports that are prepared by iLumen, Inc. ("iLumen") and represent the average performance of other peer institutions. Individual institution data is never disclosed.

In exchange, you agree that your financial information will be available to BKD and iLumen and its customers on a continuing basis for possible inclusion in anonymous, aggregated benchmarking analyses, provided your identity cannot be determined from such disclosure.

We will not audit, review, compile or otherwise provide any assurance on the Benchmarking Reports provided to you. Such information is restricted to your use only and may not be shared with third parties including lenders, vendors or customers. We are not responsible for the accuracy and completeness of the information and are not responsible to investigate or verify it.

You may “opt out” of inclusion of your financial metrics in future Benchmarking Reports at any time by delivering written notice to BKD, 1201 Walnut Street, Suite 1700, Kansas City, MO 64106, Attention: Ms. Tondée Lutterman. You acknowledge by “opting out” of inclusion in future Benchmarking Reports, you will no longer be eligible to receive such reports. On receipt of such “opt out” notice, BKD will make good faith efforts to promptly cease including your institution’s financial metrics in future Benchmarking Reports; your institution’s financial metrics will not be retroactively removed from previously issued Benchmarking Reports.

You agree to assume full responsibility for maintaining your original data and records and that BKD has no responsibility to maintain this information. You agree you will not rely on BKD to provide hosting, electronic security or backup services, e.g., business continuity or disaster recovery services, to you unless separately engaged to do so. You understand that your access to data, records and information from BKD’s servers, i.e., BKDconnect, can be terminated at any time and you will not rely on using this to host your data and records.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those
are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

The entity may wish to include our report on those financial statements in an exempt offering document. The entity agrees that the aforementioned auditor’s report, or reference to our firm, will not be included in any such offering document without notifying us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor’s report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by the entity with which we are not involved will clearly indicate that we are not involved by including a disclosure such as, “BKD, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BKD, LLP, also has not performed any procedures relating to this offering document.”

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of BKD, LLP have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a “duplicate original” of this agreement.

BKD, LLP

BKD, LLP
Mayor Roger Claar
Village of Bolingbrook
February 13, 2020
Page 10 of 10

Acknowledged and agreed to on behalf of

VILLAGE OF BOLINGBROOK

BY _______________________________

Roger Claar, Mayor

DATE _______________________________
VILLAGE OF BOLINGBROOK
PLANNING COMMISSION
STAFF REPORT FROM
MATT EASTMAN
PLANNING & ZONING ADMINISTRATOR

PROJECT NO.: 407.20
DATE: July 15, 2020

GENERAL INFORMATION
OWNER/APPLICANT: Paul Lombardo, Corporate Crossing Stormwater Management, LLC

REQUESTED ACTION: Approval of a Special Use Permit for a Planned Development with Variances, Final Development Plan and Final Plat of Subdivision

PURPOSE: To allow for the modification to an existing stormwater management facility as well the construction of a parking lot expansion for the purposes of permitting truck/trailer sales and rentals.

CURRENT LOCATION: Southeast corner of Stevenson Drive and East South Frontage Road

PIN(S): 12-02-14-300-034-0000 & 12-02-14-304-001-0000

SIZE OF OVERALL PARCEL(S): 25.422 acres (Lot 1, 2, 3, 4 & 5)
SIZE OF SUBJECT PARCEL(S): 15.656 acres (Lot 1, 2 & 3)

ADJACENT ZONING & LAND USE:

- NORTH: I-55
- EAST: I-1 Limited Industrial – Anything In Motion & Ryder Truck Sales & Rental
- SOUTH: I-1 Limited Industrial – LaGrou Distribution
- WEST: I-1 Limited Industrial – Stevenson Crane

ANALYSIS:
- The 15.656 acres of land is zoned I-1 Limited Industrial, is located at the southeast corner of Stevenson Drive and East South Frontage Road, the majority of which was previously owned by LaGrou Distribution and serves as the Corporate Crossing stormwater management facility.
- Access to the property would be provided off Frontage Road.
- Adequate detention would be provided onsite.
FINAL PLAT OF SUBDIVISION:
- The overall property comprises approximately 25.422 acres in size, is zoned I-1 Limited Industrial, and is part of the Corporate Crossing Stormwater Management Subdivision.
- The proposed Final Plat of Subdivision would create five lots of record.
- Lot 1 would be approximately 3.579 acres and created for the parking lot expansion of Stevenson Crane.
- Lot 2 would be approximately 6.080 acres and created for the purposes of stormwater management, which would be maintained by an association and include specific language outlined in the Will County Countrywide Stormwater Management Code.
- Lot 3 would be approximately 5.997 acres and created for the parking lot expansion of 297 & 301 E South Frontage Road.
- Lot 4 would be approximately 0.994 acres and created for the existing trucking facilities at 297 & 301 E South Frontage Road.
- Lot 5 would be approximately 8.772 acres and created for the existing trucking facilities at 297 & 301 E South Frontage Road.

FINAL DEVELOPMENT PLAN:
- Per the attached site plan, the applicant is proposing to modify the existing stormwater management facility in order to construct a parking lot expansion for the benefit of 297 & 301 E South Frontage Road, which would include 117 truck stalls for short-term parking in conjunction with an existing truck/trailer sales and rentals business. *(See SUP #1)*
- A 5-foot high brick screen wall, as well as a 6-foot high wrought iron fence along with a substantial amount of landscaping, would be installed within the front yard along Frontage Road, in order to assist in screening the trucks and trailers from view. *(See Var. #5)*

SPECIAL USE PERMIT AND A PLANNED DEVELOPMENT WITH VARIANCES:
To develop the property in accordance with the I-1 Zoning District, as well as the Development Code and per the attached site plans, the applicant is requesting the following:

1. **A Special Use Permit to allow truck and trailer sales and rentals.**
   - Per the Zoning Ordinance, a Special Use Permit for a Planned Development is required to allow any truck and/or trailer sales and/or rentals within the I-1 Zoning District.
   - The applicant is proposing 117 truck stalls for short-term parking in conjunction with an existing truck/trailer sales and rentals business.
   - Staff supports the use as requested, subject to the brick wall, landscaping material and fence being installed per the approved Final Development Plan.

2. **A Variance to allow a non-dust-free parking surface.**
   - Per the Zoning Ordinance, every parking space, including access thereto, shall have an all-weather dust-free surface.
   - The applicant is proposing to construct the truck parking stalls with a CA-6 road gravel. The interior section of the parking lot expansion would be constructed out of heavy-duty concrete, while the exterior would include a curb and gutter system to help control truck maneuverability as well as provide a clear barrier from the landscaped areas.
   - Staff supports the variance as requested, subject to the applicant maintaining the parking lot to avoid any material being brought out onto Frontage Road.

3. **A Variance to reduce the required front yard setback.**
   - Per the I-1 Zoning District, a minimum front yard setback of 35 feet is required for parking areas located within the front yard.
• Per the applicant, due to the nature of the proposed development, in order to provide proper truck circulation and staging onsite, the applicant is requesting a 5-foot setback off Frontage Road for pavement only.
• Staff supports the variance as requested, given the geometry of the site and the IDOT right-of-way, which is directly adjacent to the subject property and provides a large natural buffer from Frontage Road and I-55. Approval is subject to the required landscape material being installed per the approved Landscape Plan.

4. **A Variance to reduce the required side and rear yard setback for pavement only.**
• Per the I-1 Zoning District, a minimum side and rear yard setback of 10 feet is required for vehicular use areas within the side yard.
• Per the applicant, due to the geometry of the site, the applicant is requesting a 0-foot setback along west (side) property line and a 5-foot setback along the south (rear) property line, in order to allow for proper truck circulation throughout the site. The applicant noted there is a 110-foot pipeline easement to the south of the property and the large stormwater management facility to the west, which would provide a large natural buffer from the neighboring properties.
• Staff supports the variance as requested given that the reduced setbacks would be for pavement only and all the required landscape material being installed per the approved Landscape Plan.

5. **A Variance to install a 6-foot high fence within the front yard setback.**
• Per the Zoning Ordinance, all fences installed in commercial or industrial districts shall follow the required setback of that Zoning District.
• The applicant is proposing a 6-foot high faux wrought iron fence with a front yard setback of 0 feet for both security and aesthetic purposes.
• Staff supports the variance as requested, noting the fence would be in line with the neighboring properties providing a uniform look to the streetscape in the area.

6. **A Variance to waive the installation of the berm and irrigation system in the front yard.**
• Per the Zoning Ordinance, a 2.5 to 3-foot high berm, with an irrigation system and required plant material, is required within the front yard setback along Frontage Road.
• Per the attached plan, in lieu of the berm and irrigation system, the applicant is proposing to install a 5-foot high brick screen wall, a 6-foot high faux wrought iron fence in addition to the required landscape material.
• Staff supports the variance requested, subject to all the required landscaping material being installed per the approved Landscape Plan.

7. **A Variance to relocate and distribute the required side and rear yard material within the front yard setback.**
• Per the Zoning Ordinance, a landscaped area shall be located between the parking lot and the adjacent side and rear property lines, as well as around the perimeter of retention/detention ponds generally above the high-water level.
• The applicant is proposing to relocate and distribute all the required plantings from the side and rear yards, as well as the retention/detention pond, to within the front yard setback along Frontage Road.
• Staff supports the variance as requested, subject to all the required material being installed per the approved Landscape Plan.

8. **A Variance to remove more than 50% of the trees on site.**
- Per the Development Code, a variance is needed to remove more than 50% of the trees that are greater than 6” in diameter and all trees over 6” in diameter must be replaced per a tree replacement schedule.
- The applicant is requesting to remove more than 50% of the trees on site.
- Staff supports the variance as requested, subject to the required number of replacement trees being provided.

9. A Variance to waive the required public improvements within the right-of-way along Frontage Road.
- Per the Development Code, all necessary public improvements, including parkway trees, public sidewalk and street lighting, shall be installed in business developments to provide safe and efficient pedestrian circulation. Such walks and lighting shall be located on both sides of the street in accordance with proper land planning procedures and with regard for public safety and anticipated concentration of pedestrian traffic.
- The applicant is requesting to waive these requirements due to the nature of the proposed development.
- Staff supports the variance as requested as there are no sidewalks or streetlights along Frontage Road in the surrounding area and the demand does not justify said public improvement.

10. A Variance to allow overhead utility lines to remain above ground.
- Per the Development Code, all overhead utility lines must be buried underground upon development of an undeveloped parcel.
- The applicant is requesting that the overhead utility lines remain above ground for the entire length of the property along Frontage Road, noting the poles are located within IDOT property.
- Staff supports the variance as requested.

11. A Variance to increase the fluctuation of a pond.
- Section 1407(F)5 of Chapter 33 of the Municipal Code requires that pond fluctuation not exceed 6 feet and the applicant is requesting a variance to increase the fluctuation to 14 feet.
- Staff supports the variance as requested in order for the applicant to properly utilize the existing pond onsite.

RECOMMENDATION:
Staff recommends approval of a Special Use Permit for a Planned Development in order to allow for:
Drew Enterprises Development at the southeast corner of Stevenson Drive and East South Frontage Road

1. A Special Use Permit to allow truck and trailer sales and rentals.
2. A Variance to allow a non-dust-free parking surface, subject to the applicant maintaining the parking lot to avoid any material being brought out onto Frontage Road.
3. A Variance to reduce the required front yard setback to 5 feet for pavement only.
4. A Variance to reduce the required side yard setback to 0 feet and the rear yard setback to 5 feet, subject to all the landscape material being installed per the approved Landscape Plan.
5. A Variance to allow the installation of a 6-foot high faux wrought iron fence with a 0-foot setback along Frontage Road.
6. A Variance to waive the installation of the required berm and irrigation system within the front yard, subject to all the landscaping material being installed per the approved Landscape Plan.
7. A Variance to relocate and distribute the required side and rear yard, as well as retention pond, landscaping material to within the front yard, subject to all the landscaping material being installed per the approved Landscape Plan.
8. A Variance to remove more than 50% of the trees on site, subject to the required number of replacement trees being provided.
9. A Variance to waive the required public improvements, including public sidewalk, street lighting and parkway trees.
10. A Variance to allow the overhead utility lines to remain above ground.
11. A Variance to increase the fluctuation of a pond to 14 feet.

Staff recommends approval of a Final Plat of Subdivision and Final Development Plan, subject to:

1. All comments from the memo dated July 8, 2020, being addressed.
2. The review and approval from the Director of Public Services and Development.
[Addendum to staff report]
RECOMMENDATION OF THE BOLINGBROOK PLAN COMMISSION REGARDING THE SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES, FINAL DEVELOPMENT PLAN AND FINAL PLAT OF SUBDIVISION FOR DREW ENTERPRISES DEVELOPMENT AT THE SOUTHEAST CORNER OF STEVENSON DRIVE AND EAST SOUTH FRONTAGE ROAD

Meeting Date: July 15, 2020  
Project No. 407.20

Having duly noticed and held a public hearing on July 15, 2020, with respect to approval of the application by Paul Lombardo, Corporate Crossing Stormwater Management, LLC, for a SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES, FINAL DEVELOPMENT PLAN AND FINAL PLAT OF SUBDIVISION to allow for the construction of Drew Enterprises Development at the southeast corner of Stevenson Drive and East South Frontage Road, Bolingbrook, Illinois, the Plan Commission finds that the proposed Planned Development MEETS the following standards set forth in the Zoning Ordinance:

1. The proposed plan is consistent with the stated purposes of the Planned Development regulations in the following respects:
   a) Environmental design in the development of land that is of a higher quality than is normally possible through the strict application of general zoning ordinance requirements; and
   b) Diversification in the uses permitted and variation in the relationship of uses, structures, open spaces and heights of structures in developments conceived as cohesive unified projects; and
   c) Provision for functional and beneficial use of open space; and
   d) Preservation of natural features of a development site; and
   e) Rational and economic development in relation to public services.

2. The proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to, the density, dimension, area, bulk, use to the extent that variances and such departures are in the public interest because:
   a) The particular requirements of this Ordinance would prevent the proposed use or construction; and
   b) The characteristics of the subject property prevent compliance with said requirements of this Ordinance; and
   c) The reduction of the minimum requirements of the Ordinance is necessary to permit the proposed use or construction.

3. The proposed plan meets the requirements and standards of the Planned Development regulations, as follows:
   a) The proposed development will not injure or damage the use, value and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the Comprehensive Land Use Plan of the Village; and
b) The proposed buildings or use will not have a substantial adverse economic effect upon existing businesses in the vicinity and will not have an adverse impact upon the tax bases of units of local government and school districts; and

c) The entire tract or parcel of land to be occupied by the proposed development will be held in a single ownership, or if there are two or more owners, the application for such proposed development shall be filed jointly by all such owners; and

d) The Development Plan will contain such proposed covenants, easements, and other provisions relating to the bulk and location of buildings, uses and structures and public facilities as are necessary or desirable for the welfare of Planned Development and are not inconsistent with the best interest of the Village; and,

e) The location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities will be compatible with the surrounding land uses, and any part of a proposed development not used for structures, parking and loading areas, or access ways, shall be landscaped or otherwise improved.

4. The physical design of the proposed Planned Development and the manner in which said design does make adequate provision for public services, provide adequate control over vehicular traffic, provide for and protect designated planned open space and schools, and further the amenities of light and air, recreation and visual enjoyment.

5. The proposed Planned Development is compatible with the adjacent properties and neighborhood.

6. The proposed Planned Development is desirable to physical development and economic well-being of the entire community.

7. The proposed Planned Development is in conformance with the recommendations of the Comprehensive Plan.

The Plan Commission therefore recommends that a Special Use Permit for a Planned Development with Variances, Final Development Plan and Final Plat of Subdivision be APPROVED.

The Plan Commission recommends the following conditions be placed on approval of the Planned Development:

1) Staff’s comments from the plans dated July 8, 2020, shall be addressed.
2) The Final Development Plan is subject to the review and approval from the Director of Public Services and Development.

Approved by the Plan Commission July 15, 2020.

Ayes: 5
Nays: 0
Absent: 4
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

APPROVING SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH
VARIANCES, FINAL DEVELOPMENT PLAN AND PLAT OF SUBDIVISION (CORPORATE
CROSSING STORMWATER MANAGEMENT)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE 20-

APPROVING SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH
VARIANCES, FINAL DEVELOPMENT PLAN AND PLAT OF SUBDIVISION (CORPORATE
CROSSING STORMWATER MANAGEMENT)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition for approval of a Special Use Permit for a Planned Development with Variances, Final Development Plan and Plat of Subdivision has been filed by Paul Lombardo, Corporate Crossing Stormwater Management (hereinafter referred to as the "Applicant"), to allow for the modification to an existing stormwater management facility as well the construction of a parking lot expansion for the purposes of permitting truck/trailer sales and rentals, located at southeast corner of Stevenson Drive and East South Frontage Road, (hereinafter referred to as the "Subject Property"); and

WHEREAS, said petition was referred to the Bolingbrook Plan Commission, which duly called, noticed and held a public hearing and recommended approval of a Special Use Permit for a Planned Development with Variances, Final Development Plan and Plat of Subdivision for the Subject Property as set forth hereinafter; and

WHEREAS, the Mayor and Board of Trustees believe it to be in the best interest of the residents of the Village to approve such Special Use Permit for Planned Development with Variances, Final Development Plan and Plat of Subdivision.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DUPAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The Mayor and Board of Trustees find as facts the recitals hereinabove set forth.
SECTION TWO: A Special Use Permit for a Planned Development in a I-1 Limited Industrial District in accordance with the Final Development Plan to allow for the modification to an existing stormwater management facility as well the construction of a parking lot expansion for the purposes of permitting truck/trailer sales and rentals, located at southeast corner of Stevenson Drive and East South Frontage Road, shall be and is hereby approved.

A. The following Variances are hereby granted for the Subject Property, as shown on the Final Development Plan approved herewith, provided that the Subject Property is developed in substantial compliance with said Plan:

1. A Variance to allow a non-dust-free parking surface.
2. A Variance to reduce the required front yard setback.
3. A Variance to reduce the required side and rear yard setback for pavement only.
4. A Variance to install a 6 foot high fence within front yard of setback.
5. A Variance to waive the installation of the berm and irrigation system in the front yard.
6. A Variance to relocate and distribute the required side and rear yard material within the front yard setback.
7. A Variance to remove more than 50% of the trees on site.
8. A Variance to waive the required public improvements within the right-of-way along Frontage Road.
9. A Variance to allow overhead utility lines to remain above ground.
10. A Variance to increase the fluctuation of a pond.

B. Failure of the Applicant to conform to the requirements of the special use granted hereby, including the Final Development Plan, shall render the special use null and void and of no further force and effect.

SECTION THREE: The Final Development Plan and Plat of Subdivision, attached hereto as Exhibit 1, shall be and is hereby approved subject to:

1. All comments from the memorandum dated July 15, 2020 being addressed.
2. The Final Development Plan and Plat of Subdivision are subject to the review and approval from the Director of Public Services and Development Department.

SECTION FOUR: The Plan Commission findings with respect to the Planned Development for the Subject Property in their report of July 15, 2020, attached hereto as Exhibit 2 and made a part hereof, are hereby adopted.

SECTION FIVE: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.


AYES:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS ____ day of July, 2020.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY ___, 2020.
VILLAGE OF BOLINGBROOK
PLANNING COMMISSION
STAFF REPORT FROM
MATT EASTMAN
PLANNING & ZONING ADMINISTRATOR

PROJECT NO.: 411.20
DATE: July 15, 2020

GENERAL INFORMATION
OWNER/APPLICANT: Dan Stevenson, Stevenson Properties, LLC

REQUESTED ACTION:
Approval of a Special Use Permit for a Planned Development with Variances and Final Development Plan

PURPOSE:
To allow for the modification to an existing stormwater management facility as well the construction of a parking lot expansion for the purposes of permitting the outdoor storage of trucks and cranes in conjunction with Stevenson Crane.

CURRENT LOCATION:
410 Stevenson Drive

PIN(S):
12-02-14-304-001-0000

SIZE OF SUBJECT PARCEL:
3.579

ADJACENT ZONING & LAND USE:
NORTH: I-55
EAST: I-1 Limited Industrial – Corporate Crossing Stormwater Management Facility
SOUTH: I-1 Limited Industrial – LaGrou Distribution
WEST: I-1 Limited Industrial – Stevenson Crane

ANALYSIS:
- The 3.579 acres of land is zoned I-1 Limited Industrial, is located at the southeast corner of Stevenson Drive and East South Frontage Road, currently vacant and is part of Corporate Crossing Stormwater Management Plat of Subdivision (#407.20).
- Access to the property would be provided off Stevenson Drive.
- Adequate detention would be provided via the Corporate Crossing stormwater management facility directly to the east of the property.

FINAL DEVELOPMENT PLAN:
- Per the attached site plan, the applicant is proposing to construct a parking lot expansion for the benefit of Stevenson Crane at 410 Stevenson Drive, which would include 24 truck stalls, 29 crane stalls and 48 automobile stalls with a private fueling station, which
would be used and accessed by employees only, in conjunction with an existing Stevenson Crane business. (See SUP #1)

- All the required landscaping would be installed within the front yard along Stevenson Drive, as well as the corner side yard along East South Frontage Road, in order to assist in screening the trucks and cranes from view.

**SPECIAL USE PERMIT AND A PLANNED DEVELOPMENT WITH VARIANCES:**

To develop the property in accordance with the I-1 Zoning District, as well as the Development Code and per the attached site plans, the applicant is requesting the following.

1. **A Special Use Permit to allow truck and crane storage.**
   - Per the Zoning Ordinance, a Special Use Permit for a Planned Development is required to allow any truck and/or crane storage within the I-1 Zoning District.
   - The applicant is proposing 24 truck stalls, 29 crane stalls and 48 automobile stalls with a private fueling station, which would be used and accessed by employees only, in conjunction with the Stevenson Crane business.
   - Staff supports the use as requested, subject to all the landscaping material being installed per the approved Final Development Plan.

2. **A Variance to reduce the required front yard setback along Stevenson Drive.**
   - Per the I-1 Zoning District, a minimum front yard setback of 35 feet is required for parking areas located within the front yard.
   - Per the applicant, due to the nature of the proposed development, in order to provide proper truck circulation and staging onsite, the applicant is requesting an approximate 10-foot setback of Stevenson Drive for pavement only.
   - Staff supports the variance as requested, given the geometry of the site, subject to the required landscape material being installed per the approved Landscape Plan.

3. **A Variance to allow dead-end parking.**
   - Per the Zoning Ordinance, drive aisles within a parking lot must allow for constant forward motion, without having to perform a 3-point turn, and dead-end parking is prohibited.
   - The applicant is proposing a small dead-end parking layout consisting of approximately 14 parking spaces to be utilized by employees at the northeast corner of the parking lot.
   - Staff supports the variance as requested since the availability of said parking spaces should be visible from the drive aisle as a vehicle is approaching.

4. **A Variance to waive the installation of the berm and irrigation system in the front and corner side yards.**
   - Per the Zoning Ordinance, a 2.5 to 3-foot high berm, with an irrigation system and required plant material, is required within the front yard setback along both Stevenson Drive and Frontage Road.
   - Per the attached plan, due to a large drop in elevation, the applicant is requesting to waive the required berm and irrigation system within both front yard along Stevenson Drive and corner side yard along East South Frontage Road.
   - Staff supports the variance requested, subject to all the required landscaping material being installed per the approved Landscape Plan.

5. **A Variance to increase the maximum width of a curb cut, including the throat of the driveway.**
   - Per the Zoning Ordinance, the maximum width for a driveway (measured at the property line) is 40 feet and per the Development Code, the maximum width is 36 feet at the throat of said driveway.
   - The applicant is requesting to increase the width of both the entrances off Stevenson Drive to accommodate the trucks and cranes.
Staff supports the variance as requested, given that the increased width would allow better egress/ingress to accommodate oversized vehicles and trucks to safely enter and exit the site, per the approved Final Development Plan.

6. A Variance to reduce the width of the curbed islands at the end of a parking row.
   - Per the Zoning Ordinance, a curbed planting island, which is a minimum of 9 feet wide, back-of-curb to back-of-curb, is required at the end of a parking row.
   - The applicant is requesting to reduce the minimum width of a number of curbed planting islands as shown on the site plan.
   - Staff supports the variance as requested in order to allow for greater automobile and truck maneuverability throughout the site in an effort to avoid damaging the curbs and landscape beds, while maximizing the number of parking stalls provided.

7. A Variance to remove more than 50% of the trees on site.
   - Per the Development Code, a variance is needed to remove more than 50% of the trees that are greater than 6” in diameter and all trees over 6” in diameter must be replaced per a tree replacement schedule.
   - The applicant is requesting to remove more than 50% of the trees on site.
   - Staff supports the variance as requested, subject to the required number of replacement trees being provided.

8. A Variance to waive the required public improvements within the right-of-way along Frontage Road and Stevenson Drive.
   - Per the Development Code, all necessary public improvements, including parkway trees, public sidewalk and street lighting, shall be installed in business developments to provide safe and efficient pedestrian circulation. Such walks and lighting shall be located on both sides of the street in accordance with proper land planning procedures and with regard for public safety and anticipated concentration of pedestrian traffic.
   - The applicant is requesting to waive these requirements along Frontage Road, as well as the requirement to install a sidewalk along Stevenson Drive, due to the nature of the proposed development.
   - Staff supports the variance as requested as there are no sidewalks or streetlights along Frontage Road in the surrounding area and the demand does not justify said public improvement. Streetlights were previously installed along Stevenson Drive.

9. A Variance to allow overhead utility lines to remain above ground.
   - Per the Development Code, all overhead utility lines must be buried underground upon development of an undeveloped parcel.
   - The applicant is requesting that the overhead utility lines remain above ground for the entire length of the property along Frontage Road, noting the poles are located within IDOT property.
   - Staff supports the variance as requested.

RECOMMENDATION:
Staff recommends approval of a Special Use Permit for a Planned Development in order to allow for the parking lot expansion for the benefit of Stevenson Crane at 410 Stevenson Drive:

1. A Special Use Permit to allow truck and crane storage, as well as private fueling station.
2. A Variance to reduce the required front yard setback to approximately 10 feet for pavement only.
3. A Variance to allow dead-end parking per the approved Final Development Plan.
4. A Variance to waive the installation of the required berm and irrigation system within the front and corner side yards, subject to all the landscaping material being installed per the approved Landscape Plan.
5. A Variance to increase the maximum width of a curb cut, including the throat of the driveway, per the approved Final Development Plan.
6. A Variance to reduce the minimum width of the curbed planting islands in multiple locations, per the approved Final Development Plan.
7. A Variance to remove more than 50% of the trees on site, subject to the required number of replacement trees being provided.
8. A Variance to waive the required public improvements along East South Frontage Road and Stevenson Drive, including public sidewalk, street lighting and parkway trees. Street lighting was previously installed along Stevenson Drive and would remain in place.
9. A Variance to allow the overhead utility lines to remain above ground.

Staff recommends approval of a Final Development Plan, subject to:

1. All comments from the memo dated July 13, 2020, being addressed.
2. The review and approval from the Director of Public Services and Development.
[Addendum to staff report]
RECOMMENDATION OF THE BOLINGBROOK PLAN COMMISSION REGARDING THE SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES AND FINAL DEVELOPMENT PLAN FOR STEVENSON CRANE AT 410 STEVENSON DRIVE

Meeting Date: July 15, 2020

Having duly noticed and held a public hearing on July 15, 2020, with respect to approval of the application by Dan Stevenson, Stevenson Properties, LLC, for a SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES AND FINAL DEVELOPMENT PLAN to allow for the construction of a parking lot expansion for Stevenson Crane at 410 Stevenson Drive, Bolingbrook, Illinois, the Plan Commission finds that the proposed Planned Development MEETS the following standards set forth in the Zoning Ordinance:

1. The proposed plan is consistent with the stated purposes of the Planned Development regulations in the following respects:
   a) Environmental design in the development of land that is of a higher quality than is normally possible through the strict application of general zoning ordinance requirements; and
   b) Diversification in the uses permitted and variation in the relationship of uses, structures, open spaces and heights of structures in developments conceived as cohesive unified projects; and
   c) Provision for functional and beneficial use of open space; and
   d) Preservation of natural features of a development site; and
   e) Rational and economic development in relation to public services.

2. The proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to, the density, dimension, area, bulk, use to the extent that variances and such departures are in the public interest because:
   a) The particular requirements of this Ordinance would prevent the proposed use or construction; and
   b) The characteristics of the subject property prevent compliance with said requirements of this Ordinance; and
   c) The reduction of the minimum requirements of the Ordinance is necessary to permit the proposed use or construction.

3. The proposed plan meets the requirements and standards of the Planned Development regulations, as follows:
   a) The proposed development will not injure or damage the use, value and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the Comprehensive Land Use Plan of the Village; and
   b) The proposed buildings or use will not have a substantial adverse economic effect upon existing businesses in the vicinity and will not have an adverse impact upon the tax bases of units of local government and school districts; and
c) The entire tract or parcel of land to be occupied by the proposed development will be held in a single ownership, or if there are two or more owners, the application for such proposed development shall be filed jointly by all such owners; and 

d) The Development Plan will contain such proposed covenants, easements, and other provisions relating to the bulk and location of buildings, uses and structures and public facilities as are necessary or desirable for the welfare of Planned Development and are not inconsistent with the best interest of the Village; and 

e) The location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities will be compatible with the surrounding land uses, and any part of a proposed development not used for structures, parking and loading areas, or access ways, shall be landscaped or otherwise improved.

4. The physical design of the proposed Planned Development and the manner in which said design does make adequate provision for public services, provide adequate control over vehicular traffic, provide for and protect designated planned open space and schools, and further the amenities of light and air, recreation and visual enjoyment.

5. The proposed Planned Development is compatible with the adjacent properties and neighborhood.

6. The proposed Planned Development is desirable to physical development and economic well-being of the entire community.

7. The proposed Planned Development is in conformance with the recommendations of the Comprehensive Plan.

The Plan Commission therefore recommends that a Special Use Permit for a Planned Development with Variances and Final Development Plan be APPROVED.

The Plan Commission recommends the following conditions be placed on approval of the Planned Development:

1) Staff’s comments from the plans dated July 13, 2020, shall be addressed.
2) The Final Development Plan is subject to the review and approval from the Director of Public Services and Development.

Approved by the Plan Commission July 15, 2020.

Ayes: 5
Nays: 0
Absent: 4
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

APPROVING SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES
AND FINAL DEVELOPMENT PLAN FOR STEVENSON CRANE
(410 STEVENSON DRIVE)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE 20-

APPROVING SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES AND FINAL DEVELOPMENT PLAN FOR STEVENSON CRANE
(410 STEVENSON DRIVE)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition for approval of a Special Use Permit for a Planned Development with Variances and Final Development Plan has been filed by Dan Stevenson, Stevenson Properties, LLC, (hereinafter referred to as the "Applicant"), to allow for the modification to an existing stormwater management facility as well as the construction of a parking lot expansion for the purposes of permitting the outdoor storage of trucks and cranes in conjunction with Stevenson Crane, located at 410 Stevenson Drive, (hereinafter referred to as the "Subject Property"); and

WHEREAS, said petition was referred to the Bolingbrook Plan Commission, which duly called, noticed and held a public hearing and recommended approval of a Special Use Permit for a Planned Development with Variances and Final Development Plan for the Subject Property as set forth hereinafter; and

WHEREAS, the Mayor and Board of Trustees believe it to be in the best interest of the residents of the Village to approve such Special Use Permit for Planned Development with Variances and Final Development Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The Mayor and Board of Trustees find as facts the recitals hereinabove set forth.
SECTION TWO: A Special Use Permit for a Planned Development in a I-1 Limited Industrial District in accordance with the Final Development Plan to construct a parking lot expansion for the benefit of Stevenson Crane, which would include 24 truck stalls, 29 crane stalls and 48 automobile stalls with a private fueling station, which will be used and accessed by employees only, in conjunction with existing Stevenson Crane business shall be and is hereby approved.

A. The following Variances are hereby granted for the Subject Property, as shown on the Final Development Plan approved herewith, provided that the Subject Property is developed in substantial compliance with said Plan:
   1. A Variance to reduce the front yard setback along Stevenson Drive.
   2. A Variance to waive the installation of the berm irrigation system in the front and corner side yards.
   3. A Variance to allow dead-end parking per the approved Final Development Plan.
   4. A Variance to increase the maximum width of a curb cut, including the throat of the driveway.
   5. A Variance to reduce the width of the curbed islands at the end of a parking row.
   6. A Variance to remove more than 50% of the trees on site.
   7. A Variance to waive the required public improvements within the right of way along Frontage Road and Stevenson Drive.
   8. A Variance to allow overhead utility lines to remain above ground.

B. Failure of the Applicant to conform to the requirements of the special use granted hereby, including the Final Development Plan, shall render the special use null and void and of no further force and effect.

SECTION THREE: The Final Development Plan attached hereto as Exhibit 1, shall be and is hereby approved subject to:

1. All comments from the memorandum dated July 15, 2020 being addressed.
2. The Final Development Plan is subject to the review and approval from the Director of Public Services and Development Department.
SECTION FOUR: The Plan Commission findings with respect to the Planned Development for the Subject Property in their report of July 15, 2020, attached hereto as Exhibit 2 and made a part hereof, are hereby adopted.

SECTION FIVE: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED (2/3 OF TRUSTEES) THIS _____ DAY OF JULY, 2020.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS _____ day of July, 2020.

__________________________________________
MAYOR

ATTEST:

__________________________________________
VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY __, 2020.
VILLAGE OF BOLINGBROOK PLANNING COMMISSION
STAFF REPORT FROM MATT EASTMAN
PLANNING & ZONING ADMINISTRATOR

PROJECT NO.: 410.20
DATE: July 15, 2020

GENERAL INFORMATION:
APPLICANT: Lewis Fair, Performance Motor Sports
OWNER: MacNeil Real Estate Holdings LLC
REQUESTED ACTION: Approval of a Special Use Permit for a Planned Development
PURPOSE: To allow a full-service auto detail shop.
LOCATION: 490 Woodcreek Drive, Suite C
SIZE OF PROPERTY: 1.14 acres
SIZE OF TENANT SPACE: 2,100 square feet
CURRENT ZONING/USE: I-1 Limited Industrial / Existing office/warehouse

ADJACENT ZONING & LAND USE:
North: I-1 Limited Industrial / Existing office/warehouse
South: I-1 Limited Industrial / Existing office/warehouse
East: I-1 Limited Industrial / Existing office/warehouse
West: I-1 Limited Industrial / Existing office/warehouse

ANALYSIS:
- The subject site comprises approximately 1.14 acres and is currently zoned I-1 Limited Industrial and is developed with an approximate 16,335 square foot office/warehouse building.
- Access to the subject property is from two points, one off Remington Boulevard to the southeast and one off Woodcreek Drive to the northwest.
- The facility has adequate parking for the proposed use.
- Per the Zoning Ordinance, auto service, rental, sales and supplies are not a permitted use within the I-1 Zoning District. As such, the applicant is requesting a Special Use Permit to allow a full-service auto detail shop commonly known as Aesthetic Detail Studio at 490 Woodcreek Drive, Suite C.
- Per the applicant, the hours of operation would be 7:30 a.m. to 7:30 p.m. seven days a week. All vehicles are to be brought inside to be detailed and no work would be conducted within the parking lot of the facility.
- Per the applicant, there would be approximately one employee.

RECOMMENDATION
Staff recommends approval of a Special Use Permit for a Planned Development to allow Aesthetic Detail Studio at 490 Woodcreek Drive, Suite C, subject to all of the vehicles being serviced are to be stored inside the building.
RECOMMENDATION OF THE BOLINGBROOK PLAN COMMISSION REGARDING A SPECIAL USE PERMIT FOR A FULL-SERVICE AUTO DETAIL SHOP AT 490 WOODCREEK DRIVE, SUITE C

Meeting Date: July 15, 2020

Having duly noticed and held a public hearing on July 15, 2020, with respect to approval of the application by Lewis Fair, Performance Motor Sports, for a SPECIAL USE PERMIT FOR A FULL-SERVICE AUTO DETAIL SHOP, located at 490 Woodcreek Drive, Suite C, Bolingbrook, Illinois, the Plan Commission finds that the proposed special use MEETS the following standards set forth in the Zoning Ordinance:

(A) The proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community; and

(B) The proposed use will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare; and

(C) The proposed use will not have a substantial adverse economic effect upon existing businesses in the vicinity and will not have an adverse impact upon the tax bases of units of local government and school districts; and

(D) The proposed use will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations; and

(E) The proposed use does not meet other standards and criteria that are established by the Zoning Ordinance for particular special uses as set forth in Section 8-104 and as applied to planned developments under Article 9 thereof.

The Plan Commission therefore recommends that the Special Use Permit for a Full-Service Auto Detail Shop be APPROVED.

Approved by the Plan Commission July 15, 2020.

Ayes: 5
Nays: 0
Absent: 4
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

ORDINANCE APPROVING SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT FOR PERFORMANCE MOTOR SPORTS

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE 20-

ORDINANCE APPROVING SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT FOR PERFORMANCE MOTOR SPORTS

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition for approval of a Special Use Permit for a Planned Development has been filed by Lewis Fair (hereinafter referred to as the "Applicant"), in order to allow a full-service auto detail shop (Performance Motor Sports) located at 490 Woodcreek Drive, Suite C (hereinafter referred to as the "Subject Property"); and

WHEREAS, said petition was referred to the Bolingbrook Plan Commission, which duly called, noticed and held a public hearing and recommended approval of a Special Use Permit for a Planned Development for the Subject Property as set forth hereinafter; and

WHEREAS, the Mayor and Board of Trustees believe it to be in the best interest of the residents of the Village to approve such a Special Use Permit for a Planned Development.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The Mayor and Board of Trustees find as facts the recitals hereinabove set forth.

SECTION TWO: A Special Use Permit in a I-1 Limited Industrial District for a Planned Development on the Subject Property to allow a full-service auto detail shop (Performance Motor Sports) shall be and is hereby approved, subject to all vehicles being serviced are to be stored inside the building.

SECTION THREE: The Plan Commission findings with respect to the Planned Development for the Subject Property in their report of July 15, 2020, attached hereto as Exhibit 1 and made a part hereof, are hereby adopted and incorporated herein by reference. Failure to comply with the terms and conditions of this Ordinance shall render the special use null, void and of no further force or effect.

SECTION FOUR: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.
ADOPTED THIS ____ day of July, 2020.

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

APPROVED THIS ____ day of July, 2020.

__________________________
MAYOR

ATTEST:

__________________________
VILLAGE CLERK

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

APPROVING CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE VILLAGE OF BOLINGBROOK AND COMCAST OF ILLINOIS VI, LLC

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE NO. 20-

ORDINANCE APPROVING CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN THE VILLAGE OF BOLINGBROOK AND COMCAST OF
ILLINOIS VI, LLC

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of
Illinois provides that any municipality which has a population of more than 25,000 is
a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois,
with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant
to the provisions of said Section 6(a) of Article VII, may exercise any power and
perform any function pertaining to its government and affairs, including, but not
limited to, the power to tax and to incur debt; and

WHEREAS, the Village, having determined that the financial, legal, and
technical abilities of Comcast of Illinois VI, LLC (the "Grantee") are reasonably sufficient
to provide the services, facilities, and equipment necessary to meet the future cable-
related needs of the community, finds that it is in the best interests of the Village and its
residents to enter into the Franchise Agreement with the Grantee for the construction,
operation and maintenance of a Cable System on the terms and conditions set forth
therein, which Agreement is attached hereto as Exhibit 1 and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF
TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES,
ILLINOIS, AS FOLLOWS:

SECTION ONE: The recitals set forth hereinafore shall be and are hereby
incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: The Cable Television Franchise Agreement by and between
the Village of Bolingbrook and Comcast of Illinois VI, LLC shall be and is hereby
approved, and the Mayor is hereby authorized and directed to execute and the
Village Clerk is hereby authorized and directed to attest to said Agreement in
substantially the form attached hereto as Exhibit 1.

SECTION THREE: Any policy, resolution or ordinance of the Village that
conflicts with the provisions of this ordinance or the Franchise Agreement approved
hereby shall be and is hereby repealed to the extent of such conflict.

SECTION FOUR: This Ordinance shall be in full force and effect from and after
its passage and approval in the manner provided by law.

ADOPTED THIS ___ DAY OF JULY, 2020

AYES:
NAYS:
ABSTENTIONS:
ABSENT:
APPROVED THIS ___ DAY OF JULY, 2020.

__________________________
Mayor

ATTEST:

__________________________
Village Clerk

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY _____. 2020
CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF BOLINGBROOK, ILLINOIS
And
COMCAST OF ILLINOIS VI, LLC

This Draft Renewal Franchise Agreement is the result of discussions between the Metropolitan Mayors Caucus and Comcast, and is being submitted for discussion purposes under the informal process pursuant to 47 USC 546 (h).

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Bolingbrook, Illinois (hereinafter, the “Village”) and Comcast of Illinois VI, LLC (hereinafter, “Grantee”) this ___ day of ___, 2020 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.
“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee’s facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means the Village or a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois VI, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall include all other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for
purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to City of Dallas, Texas v. F.C.C., 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001), and In re: Texas Coalition of Cities for Utility Issues v. F.C.C., 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video channel which may be designated by the Village for non-commercial use by the Village, and/or the public, and/or educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by the Village, any Village residents or organizations, and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

“Public Way” shall be defined as set forth in the Village’s Right of Way Ordinance and, in addition, shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Village in the Franchise Area, which shall entitle the Village and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Village within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Village and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

“Village” means the Village of Bolingbrook, Illinois or the lawful successor, transferee, designee, or assignee thereof.

SECTION 2: Grant of Authority

2.1. Grant of Franchise. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Resolution No. ___ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal, and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.
2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee’s vehicles shall be exempt from parking restrictions of the Village while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Construction Standards. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 22, Article 1, entitled "Construction of Utility Facilities in the Public Rights-Of-Way," of the Municipal Code of the Village of Bolingbrook, Illinois, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the said utility’s cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.
3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee’s facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee’s Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System’s technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee’s distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

<table>
<thead>
<tr>
<th>Children</th>
<th>General Entertainment</th>
<th>Family Oriented</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ethnic/Minority</td>
<td>Sports</td>
<td>Weather</td>
</tr>
<tr>
<td>Educational</td>
<td>Arts, Culture and Performing Arts</td>
<td>News &amp; Information.</td>
</tr>
</tbody>
</table>

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.
4.5. **Annexations and New/Planned Developments.** In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. **Service to School Buildings and Governmental Facilities.**

4.6.1. The Village requests that Grantee provide Basic Cable Service (or its current equivalent) and one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) to one outlet at the locations specified in Attachment A. The Village shall notify Grantee of its election to be invoiced at standard rates for these services and equipment or to have the charges deducted from the franchise fee payment due the Village. In the event the FCC Third 621 Order is reversed on appeal (pending at the 6th Circuit at the time of this Agreement) and that reversal becomes final, then Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(i), whereby the Grantee shall provide complimentary Basic Cable Service, and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. **Long Drops.** The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. **Emergency Alerts.** At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” ("EAS") consistent with applicable Federal law and regulation — including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” — as may be amended from time to time. The Village must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. **Customer Service Obligations.** The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*
SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days nor greater than one hundred twenty (120) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village’s decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42 11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).
5.2. Franchise Fees Subject to Audit.

5.2.1. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.2. In accordance with 65 ILCS 5/11-42-11.05 (k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2 or PEG Capital Support as set forth in Section 8.7. All information that the Grantee desires the Village to keep confidential shall be so expressly designated by the Grantee. The Village agrees to treat any such information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” shall generally include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential, which indemnification obligation shall include payment of the Village’s costs including reasonable attorneys’ fees. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, as provided for in Section 617 of the Cable Act, 47 U.S.C. §537, and 47 C.F.R. §76.502, as may be amended.
6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537 and 47 C.F.R. §76.502. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village’s consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the Village certificates of insurance designating the Village and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Five Million Dollars ($5,000,000.00) for bodily injury or death to anyone person, and Five Million Dollars ($5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and Five Million Dollars ($5,000,000.00) for property damage resulting from anyone accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Village. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Village from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.
7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the “Indemnities”) from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney’s fees and costs of suit or defense (the “Indemnification Events”), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee’s obligation with respect to the Indemnities shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village’s receipt of a claim or action pursuant to this Section. For purposes of this Section, the word “timely” shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee’s duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

**SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. **PEG Capacity.** The Grantee shall provide capacity for the Village’s PEG Programming through one Channel (the “Channel”) on the Grantee’s Cable System. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the Channel shall be carried on the Grantee’s basic digital service tier. The Village’s PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the Village’s Governmental Access Channel is located on Channel 6 of the Grantee’s cable system. The Grantee shall use reasonable efforts to maintain Channel 6 as the Governmental Access Channel. In the event that the Grantee plans to change the numeric channel position of the Governmental Access Channel from Channel 6, the Grantee shall provide the Village with at least 180 days’ notice of such change. Grantee shall also provide notice to all cable subscribers of the change in channel position by providing notice of such change with the cable bills prior to the effective date of the change. In addition, for a period of at least thirty days prior to the change in channel position, the Village shall retain the right to provide notice of the new Governmental Access Channel location on Channel 6 broadcasts. Such notice may be accomplished by providing a banded notice at the bottom of the broadcast screen. Nothing in this Agreement shall require the Village to offer or provide public access on the Governmental Access Channel.

8.1.1 **Additional PEG Capacity.** At its discretion, the Village may request an additional PEG Access Channel. Any additional PEG Access Channel shall be required to be programmed for at least six (6) hours per day with non-repetitive video programming. The Village shall provide the Grantee with written documentation evidencing that the requirement set forth herein is being satisfied. Grantee shall have one hundred twenty (120) days from receipt of
the Village's request to provide the additional channel. Unless otherwise agreed to by the Village and the Grantee, to the extent required by law, the additional Channel shall be carried on the most basic service tier offered by the Grantee. The Village shall adopt rules and procedures under which the Grantee may use a PEG Access Channel for the provision of Video Programming if the PEG Access Channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 USC §531.

8.2. **PEG HD Programming.**

8.2.1. Annual Meeting to Discuss PEG High-Definition Programming. In recognition of the Village's interest in the future distribution of the PEG Channel in high-definition (HD), Grantee will meet with the Village and/or its PEG programming designee on an annual basis to discuss:

(i.) The status of each party's respective preparedness to produce and cablecast the PEG Access Programming in HD, taking into consideration the amount of PEG programming being produced in HD versus standard definition (SD).

(ii.) The proportion of channels cablecast in SD versus HD.

(iii.) The percentage of HD subscription penetration across Grantee's subscriber base.

8.2.2. PEG Channel Migration from SD to HD. On or after the fifth anniversary date of this Agreement, the parties shall migrate PEG Access Programming from SD to HD, but only if all of the following conditions have been met and notice has been given in writing:

(i.) The Village is capable of producing and transmitting PEG programming in HD. For purposes of this Agreement, an HD signal refers to a television signal delivering picture resolution of 720p or 1080i. For the first PEG Channel transitioned to HD, the Channel must include a minimum of five (5) hours per day, seven (7) days per week of HD PEG programming. Prior to the transition of each additional PEG Channel, the Village must accumulate a library containing a minimum of one hundred (100) hours of locally produced, original HD content, per channel.

(ii.) Fifty percent (50%) of channels comprising the Basic Service Tier are cablecast in HD. For the purpose of calculating this condition, any networks which are simulcast in HD and SD shall be counted as only one channel.

(iii.) The percentage of HD subscription penetration across the Grantee's subscriber base in the Village is equivalent to eighty percent (80%).

8.2.3. If all of the conditions above have been met, Grantee will be provided up to six (6) months to transition the PEG programming on the eligible PEG Channel to HD.

8.2.4. In no instance, shall the PEG Channels be cablecast in both SD and HD.
8.2.5. In the event the metrics haven’t been met by the fifth anniversary of this agreement and upon written request, the party which has control over the metric measured by the foregoing conditions shall give the other party notice within thirty (30 days) as to whether it has reached attainment or completion of such condition. For example, the Village shall give notice to the Grantee for criteria (i) and the Grantee shall give notice to the Village (ii) and (iii) upon request.

8.3. **Rules and Procedures for Use of PEG Access Channel.** The Village shall be responsible for the content the Village or its designee provides over the designated Public Access Channel and for establishing, and thereafter enforcing, rules for any non-commercial use of the PEG Access Channel and to promote the viewership of the Channel.

8.4. **Allocation and Use of the PEG Access Channel.** The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. The PEG Access Channel is, and shall be, operated by the Village or its designee. The Village shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access Channel is not being used for its designated purpose(s) pursuant to Section 611(c) of the Cable Act, 47 U.S.C. §531.

8.5. **Editorial Control.** Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.6. **Origination Point.** At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee’s Cable Service to receive PEG Access Programming originated from the Village or any other Village designated location(s) (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village’s plan within a reasonable period of time not exceeding sixty (60) days. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within one hundred and twenty (120) days or such other period of time as mutually agreed to by the Parties.

8.7. **PEG Signal Quality.** Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.8. **PEG Capital Support.** At its sole discretion, the Village may designate a PEG access capital project to be funded by the Village as set forth herein. The Village shall send written notice of the Village’s desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents ($0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such
sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a copy of the Village’s annual budget describing the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment, which budget may be amended from time to time as the Village determines necessary. The Village shall, from time to time, provide the Grantee with an annual Capital Plan setting forth the expenditures for capital facilities and/or equipment to be made within the fiscal year. The Grantee may review and comment on the compatibility of any facilities and/or equipment to be acquired by the Village’s within 30 days of the Grantee’s receipt of the Capital Plan, but such review shall not affect the collection and payment of PEG Capital Fees. The capital payments shall be expended for PEG facilities and equipment. Upon the request of the Grantee, the Village shall provide documentation on all expenditures of PEG Capital Fees. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided that any funds remaining at the end of the term of this Agreement shall be used by the Village for PEG Capital obligations during the subsequent Franchise renewal. Moreover, if the Village chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village’s written request.

8.8.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.8.2. Grantee and Village agree that the capital obligations set forth in this Section are not “Franchise Fees” within the meaning of 47 U.S.C. § 542.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village’s written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:
9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee’s proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing before the Village Board. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village’s decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village’s ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 22, Article 1 of the Municipal Code of the Village of Bolingbrook, Illinois, to enforce the Grantee’s compliance with the Village’s requirements regarding “Construction of Utility Facilities in the Public Rights-Of-Way”. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers
work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. **Notice.** Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties’ rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village: |
--- |
Village of Bolingbrook |
375 W. Briarcliff Road |
Bolingbrook, Illinois 60440 |
ATTN: Mayor

To the Grantee: |
--- |
Comcast |
155 West Industrial Drive |
Elmhurst, IL 60126 |
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. **Entire Agreement.** This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin
negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. **Governing Law.** This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. **Venue.** Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Will County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. **Modification.** Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. **No Third-Party Beneficiaries.** Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. **No Waiver of Rights.** Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. **Validity of Franchise Agreement.** The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. **Authority to Sign Agreement.** Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.
IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Bolingbrook, Illinois:

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________

For Comcast of Illinois VI, LLC:

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

ESTABLISHING A NEW CLASS "D-9" LIQUOR LICENSE

VILLAGE CLERK

VILLAGE OF BOLINGBROOK
ORDINANCE 20-__

ORDINANCE ESTABLISHING A NEW CLASS "D-9" LIQUOR LICENSE

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Mayor and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to permit a restaurant in which 60% of the sales are from food sales to sell alcoholic liquor during the hours of 6:30 a.m. to 3:00 p.m.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section as if said recitals were fully set forth herein.

SECTION TWO: Section 13-206, Chapter 13, Article 2 of the Municipal Code of the Village of Bolingbrook, shall be and hereby amended in its entirety, and shall hereafter be and read as follows:

SECTION 13-206. CLASSIFICATION AND FEES. A nonrefundable fee of $300.00 shall apply to each initial application for Class A, B, B-1, C, C-1, C-3, C-4, C-5, C-7, C-8, D, D-2, D-4, D-5, D-7, D-8, D-9 and F-6 licenses. Liquor licenses shall be and are hereby divided into the following classes with the respective annual fees as indicated:

The initial license fee shall be prorated on a monthly basis if the term of the initial license is for less than one year.

CLASS "A" LICENSES, which shall authorize the retail sale on the premises specified of alcoholic liquor only for consumption on the premises. The annual fee for such license shall be $4,250.00.

CLASS "B" LICENSES, which shall authorize the retail sale of alcoholic liquor, but not for consumption on the premises where sold. The annual fee for such license shall be $4,000.00.

CLASS "B-1" LICENSES, which shall authorize the sale of alcoholic liquor only for consumption off the premises at a retail establishment that contains a licensed pharmacy provided that the retail display of alcoholic liquor at the establishment shall be restricted as follows:

(1) Shelf space shall not exceed 13 feet and shall be located on one side of a single aisle;

(2) Cooler space shall not exceed 5 feet in width;
(3) There shall not be more than one regular aisle "end cap", which "end cap" shall not exceed 4 feet in width;

(4) There shall not be more than one special aisle "end cap", which "end cap" shall not exceed 2 feet in width;

(5) Holiday displays shall be allowed outside of the liquor aisle but shall not utilize more than a 4 foot by 4 foot area of floor space in the establishment. The term "holiday displays" shall mean, and be limited to, temporary displays of any alcoholic liquor for a period of time beginning on the weekend before a legal holiday, as recognized by the Village of Bolingbrook, and ending on the day following the legal holiday; and

(6) The location of alcoholic liquor shelf space, cooler space, regular end cap space, special end cap space and holiday display space shall further be limited to designated areas as shown on a floor plan of the establishment, which has been approved by the Liquor Commissioner.

The annual fee for such license shall be $3,500.00.

CLASS "C" LICENSES, which shall authorize the retail sale of beer and wine only for consumption on premises. The annual fee for such license shall be $1,800.00.

CLASS "C-1" LICENSES, which shall authorize the retail sale of beer and wine only for consumption off the premises. The floor area of the portion of the establishment devoted to the sale of beer and wine shall not exceed 15 percent of the total floor area of the retail sales space in such establishment. The annual fee for such license shall be $2,000.00.

CLASS "C-2" LICENSES, which shall be issued only in addition to and in conjunction with a Class C license and which shall authorize the retail sale of beer and wine only for consumption on the premises of an outdoor cafe where sold and only as a service which is incidental to or accessory to the principal use of the premises for purveying of food. Establishments holding Class "C-2" licenses shall have reduced hours of operation as outlined in Section 13-307 of this Chapter 13 and shall be open only from April 1 through September 30. The annual fee for such license shall be $1,000.00, which fee shall be in addition to the fee paid for a Class C license.

CLASS "C-3" LICENSES, which shall authorize the retail sale of imported beer and imported wine only for consumption off the licensed premises where sold. As used herein, the terms "imported beer" and "imported wine" mean beer or wine produced by companies whose manufacturing facilities are primarily located outside the United States, i.e., at least 51% of the manufacturing capacity of the producing company is located outside the United States. The annual fee for such license shall be $1,500.00.

CLASS C-4: Shall authorize the sale of wine bottles in a restaurant only for consumption off premises, except that wine tasting shall be allowed during normal hours of operation. A price may be set for such tasting. Taxes shall be collected and paid on all revenue realized from wine tasting. It shall be lawful to sell or offer for sale or at retail during the hours that adjoining restaurant is operating. Annual fee: $1,500

CLASS "C-5" LICENSES, which shall authorize the retail sale of beer and wine for consumption either on the licensed premises or on hotel premises which are immediately adjacent to the
licensed premises. The floor area of the portion of the licensed establishment devoted to the sale of beer and wine shall not exceed 25 percent of the total floor area of the retail sales space in such establishment, and no sale of beer or wine shall occur between the hours of 10:00 p.m. and 8:00 a.m. on Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Friday and Saturday. The annual fee for such license shall be $750.00.

CLASS "C-7" LICENSES, which shall authorize the retail sale of packaged beer and wine only at a Village sanctioned Farmer's Market from June 1 through September 30 in any given year. Sales may only take place no more than once a week for a period of no more than five (5) consecutive hours at one time. The vendor selling beer and/or wine must have a current Illinois State Liquor License and payment of applicable taxes must be made to the State and local liquor authorities. The four (4) month fee for such license shall be $250.00.

CLASS "C-8" LICENSES, which shall authorize the retail sale in certain specified restaurants of beer and wine only for consumption on the licensed premises where sold. No such license may be granted to or retained by any establishment (a) in which the facilities for food preparation and service are not primarily those of a restaurant and (b) in which not less than 60% of the gross sales receipts are attributable to the sale of food on the licensed premises. Beer and wine may be sold in a restaurant holding a Class "C-8" license only during the period when patrons of the licensee are offered a complete meal. The annual fee for such license shall be $1,800.00.

CLASS "D" LICENSES, which shall authorize the retail sale of alcoholic beverages only for consumption on the premises where sold and only as a service which is incidental or accessory to the principal use of the premises as a restaurant. The annual fee for such license shall be $4,000.00.

CLASS "D-1" LICENSES, which shall be issued only in addition to and in conjunction with a Class D license and which shall authorize the retail sale of alcoholic liquor for consumption on the premises of an outdoor cafe where sold and only as a service which is incidental to or accessory to the principal use of the premises as a restaurant. The annual fee for such license shall be $1,250.00.

CLASS "D-2" LICENSES, which shall authorize the retail sale in certain specified restaurants of alcoholic liquor only for consumption on the licensed premises where sold. No such license may be granted to or retained by any establishment (a) in which the facilities for food preparation and service are not primarily those of a restaurant and (b) in which not less than 60% of the gross sales receipts are attributable to the sale of food on the licensed premises. Alcoholic liquor may be sold in a restaurant holding a Class D-2 license only during the period when patrons of the licensee are offered a complete meal. The annual fee for such license shall be $4,000.00.

CLASS "D-4" LICENSES, which shall authorize the retail sale of alcoholic liquor for consumption on the licensed premises as an adjunct to meals served. The licensee shall also be permitted to maintain facilities on premises for the manufacture of beer, to make sales of the beer manufactured on the premises to importing distributors, distributors and to non-licensees for use and consumption, to store the manufactured beer upon the premises, and to sell and offer beer for sale at retail from the licensed premises for consumption either on or off the premises; provided, however, that such licensee shall not sell for off-premises consumption more than fifty thousand (50,000) gallons per year. The licensee shall obtain and maintain in good standing a State of Illinois brew pub license as authorized under 235 ILCS 5/5-1(n). In addition to all records required to be kept by the terms and conditions of the state brew pub license, licensee shall
maintain accurate records as to the total gallonage of beer manufactured on premises and the total gallonage of beer manufactured on the premises and sold for consumption off the premises. That portion of the licensed premises dedicated to the brewing of beer shall be segregated from the remainder of the premises and shall not be generally accessible to the public. The annual fee for such license shall be $4,500.00.

CLASS "D-5" LICENSES, which shall authorize the retail sale of alcoholic liquor for consumption on the licensed premises, which premises are a cinema or theater entertainment venue, consisting of a single or multi-screen operation in conjunction with the purveying of food for consumption on the premises, and further provided that the sale of food and alcoholic beverages shall be accessory to the operation of the premises as a cinema or theater entertainment venue. The annual fee for such license shall be $3,000.00.

CLASS "D-7" LICENSES, which shall authorize the retail sale of alcoholic liquor for consumption on the licensed premises, which premises are a comedy club. Alcoholic liquor may be provided without the purveying of food for consumption on the premises. The sale of food and/or alcoholic liquor shall be accessory to the operation as a comedy club. The annual fee for such license shall be $3,000.00.

CLASS "D-8" LICENSES, which shall authorize the retail sale of alcoholic liquor for consumption on the licensed premises, which premises are a bingo parlor. Alcoholic liquor may be provided without the purveying of food for consumption on the premises. The sale of alcoholic liquor shall be accessory to the operation as a bingo parlor. Bingo games shall only be conducted by non-profit organizations who have obtained, and maintain in good standing, a current bingo license, issued under the Bingo License and Tax Act of the State of Illinois. Any license issued under this Article shall only be valid when held in conjunction with a licensed bingo activity. The annual fee for such license shall be $3,000.00.

CLASS "D-9" LICENSES, which shall authorize the retail sale of alcoholic liquor for consumption on the licensed premises and in conjunction with the operation of a restaurant in which at least 60% of the gross sales receipts are from food sales on the premises. The sale of alcoholic liquor shall be accessory to the operation as a restaurant. Alcoholic liquor may be sold in a restaurant holding a Class D-9 license only during the period when patrons of the licensee are offered a complete meal during the hours of 6:30 a.m. and 3:00 p.m. The annual fee for such license shall be $2,000.00.

CLASS "F" LICENSES, There may be a special license issued for the sale of beer only, on a daily fee basis of $10.00 per day not to exceed five (5) days, for picnics, carnivals and outings conducted by an educational, fraternal, political, civic, religious or not-for-profit organization that does not have a current Illinois Retailer's Liquor License. Said sale and possession thereof shall be in accordance with other provisions and restrictions of this chapter.

CLASS "F-1" LICENSES, There may be a special license issued for the sale of alcoholic liquor, on a daily fee basis of $10.00 per day not to exceed five (5) days, for special events conducted by an educational, fraternal, political, civic, religious or not-for-profit organization that does not have a current Illinois Retailer's Liquor License, provided that such sale takes place within a permanent structure on specified premises, and further provided that no more than two (2) such special licenses shall be issued to any one (1) such organization during the period of one (1) calendar year.
CLASS "F-3" LICENSES, which shall authorize the retail sale of alcoholic beverages only for consumption on the premises where sold, which premises are a golf course owned and operated by a governmental body. There shall be no fee for such license.

CLASS "F-4" LICENSES, There may be a special license issued for the sale of alcoholic liquor only for consumption on the premises where sold and only when served accessory to the principal use of the premises for a banquet in a building owned and operated by a township. The number of such banquets during which alcoholic liquor may be served shall be limited to eight (8) banquets per month, provided that said number may be increased during any month upon written approval of the Liquor Commissioner. The annual fee for such license shall be $3,500.00.

CLASS "F-5" LICENSES, which shall authorize the retail sale of alcoholic beverages only for consumption on the premises where sold, in the immediate vicinity of the Performing Arts Center operated by the Village. There shall be no fee for such license.

CLASS "F-6" LICENSES, which shall authorize the retail sale of prepackaged individual servings of alcoholic beverages only for consumption in a guest room or individual servings of alcoholic beverages only for consumption in a designated hospitality area of a hotel, which hospitality area has been approved by the Liquor Commissioner, and which alcoholic beverages shall be dispensed only from a mini-bar or served by a hotel employee from a cooler or service bar located in such hotel guest room or hospitality area. The term "hotel" shall mean a business as defined in Article 16 of Chapter 8 of this Code. The annual fee for such license shall be one thousand dollars ($1,000.00).

CLASS "F-7" LICENSES, which shall authorize the retail sale of beer and wine only, containing twenty percent (20%) or less alcohol by volume, only in conjunction with beer and wine tasting special events to be held on the premises of a public golf course, as specified on the license. No more than twelve one-day beer or wine tasting events shall be conducted on the premises during any calendar year. The annual fee for such license shall be five hundred dollars ($500.00).

CLASS "F-9" LICENSES, There may be a special one-day license issued for the carrying in, storage and consumption of alcoholic liquor for a fee of one hundred dollars ($100.00) for special events conducted on a premise that is zoned or is authorized for use as a commercial business or place of public accommodation in which social interaction takes place (social club) that does not have a current Illinois Retailer's Liquor License, provided that such sale takes place within a permanent structure on specified premises. F-9 licensees are subject to the following limitations:

1. The alcoholic liquor must be brought on site unopened.

2. No more than one bottle of wine/spirits not exceeding seven hundred fifty milliliters (750 ml) and no more than a 6-pack of beer per patron may be on site.

3. At the licensee's discretion, the licensee may require the beer, wine or spirits to be opened and served by the licensee.

4. Proof of host liability insurance policy in the amount of One Million Dollars ($1,000,000.00) must be provided by the venue or licensee and the licensee must provide a copy of a Certificate of Insurance naming the licensee and the Village as additionally named insured at the time of application.
5. Licensees shall be liable for violations of this chapter in the same manner as the holder of any other classification of liquor license, including, but not limited to, violations for service to minors and the over serving of patrons.

6. In addition, the owner or manager of the license should comply with the provisions of Chapter 13, including but not limited to posting of the $1,000 surety bond required by Sec. 13-210 and submission to a background check with fingerprints.

7. The license shall be valid from 10:00 a.m. on the date specified until 2:00 a.m. the following day.

8. The license must be prominently displayed on the premises and a copy produced upon the demand of a police officer.

SECTION THREE: A new Subsection (a)(12) shall be added to Section 13-307, Chapter 13, Article 3, of the Municipal Code of the Village of Bolingbrook, which new Subsection 13-307(a)(12) shall hereafter be and read as follows:

(12) In establishments holding a Class "D-9" license, it shall be lawful to sell or offer for sale at retail any alcoholic liquor only between the hours of 6:30 a.m. and 3:00 p.m.

SECTION FOUR: The terms, conditions and provisions of this Ordinance are not severable. In the event that a court of competent jurisdiction holds that any portion of this Ordinance is invalid or unenforceable, this Ordinance in its entirety shall immediately be rendered null, void and no further force or effect.

SECTION FIVE: Those portions of Chapter 13, Article 2, that are not expressly amended by this Ordinance shall be and are hereby ratified and affirmed and shall remain in full force and effect.

SECTION SIX: Any ordinance or resolution, or part thereof, which conflicts with the provisions of this Ordinance are hereby expressly repealed to the extent of such conflict.

SECTION SEVEN: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

(intentionally left blank)
ADOPTED THIS ____ DAY OF JULY, 2020.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS ____ DAY OF JULY, 2020.

______________________________
MAYOR

ATTEST:

______________________________
VILLAGE CLERK

ORDINANCE 20-

AMENDING CHAPTER 13 OF THE MUNICIPAL CODE AND DECREASING CLASS "C-8" (BEER & WINE) FROM FOUR (4) TO THREE (3) AND INCREASING CLASS "D-9" (FULL SERVICE) FROM ZERO (0) TO ONE (1) - HONEY JAM CAFÉ LLC D/B/A HONEY JAM CAFÉ – 120 E. BOUGHTON RD

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DUPAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: That Section 13-207(j) of Chapter 13 of the Municipal Code of the Village of Bolingbrook is amended by decreasing the number of Class "C-8" licenses from four (4) to three (3) so that Section 13-207(j) shall hereafter be and read as follows:

Section 13-207. NUMBER OF LICENSES.

(j) The total number of all Class "C-8" licenses issued and in force at any one time shall not exceed three (3) such licenses, unless and until the population of the Village shall reach 75,000 inhabitants. Thereafter, not more than one (1) additional Class "C-8" license shall be issued and in force at any time for each additional 4,500 inhabitants.

SECTION TWO: That Section 13-207(z) of Chapter 13 of the Municipal Code of the Village of Bolingbrook is amended by increasing the number of Class "D-9" licenses from zero (0) to one (1) so that Section 13-207(z) shall hereafter be and read as follows:

Section 13-207. NUMBER OF LICENSES.

(z) The total number of all Class "D-9" licenses issued and in force at any one time shall not exceed one (1) such licenses, unless and until the population of the Village shall reach 75,000 inhabitants. Thereafter, not more than one (1) additional Class "D-9" license shall be issued and in force at any time for each additional 4,500 inhabitants.

SECTION THREE: That this Ordinance shall be in full force and effective immediately upon execution, from and after its passage, approval and publication in pamphlet form, as provided by law.

AYES:
NAYS:
ABSENT:

APPROVED THIS 28th DAY OF JULY, 2020.

Roger C. Claar
MAYOR

ATTEST:

Carol S. Penning, CMC
VILLAGE CLERK

NOTICE OF PUBLIC HEARING
FOR ANNEXATION AND AN ANNEXATION AGREEMENT
BOLINGBROOK VILLAGE BOARD
BOLINGBROOK, ILLINOIS

On Tuesday evening, July 28, 2020, at 8:00 p.m., a Public Hearing will be held by the Mayor and Board of Trustees of the Village of Bolingbrook in the Boardroom of Bolingbrook Village Hall, 375 West Briarcliff Road, Bolingbrook, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing the execution of an annexation agreement and annexation by the Village of Bolingbrook, Illinois, of a tract of property comprising approximately 40 acres of land currently located at the northeast corner of Remington Boulevard and Kings Road and legally described as follows:

PIN# 12-02-30-012-0000

THE SOUTH 1320.00 FEET OF THE WEST 1320.00 FEET OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

A map of the affected area is available for inspection at the Bolingbrook Village Hall, 375 West Briarcliff Road, Bolingbrook, Illinois, during normal business hours.

You are further notified that said proposed Annexation Agreement may be changed, altered, modified, amended or redrafted in its entirety after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the Village of Bolingbrook, Will and DuPage Counties, Illinois.

Carol S. Penning
Village Clerk

Plainfield School District Property
Dated this 1st day of July 2020.
Published in the HERALD newspaper Monday, Tuesday, and Wednesday, July 6, 7, & 8, 2020.
NOTICE OF PUBLIC HEARING
FOR ANNEXATION AND AN ANNEXATION AGREEMENT
BOLINGBROOK VILLAGE BOARD
BOLINGBROOK, ILLINOIS

On Tuesday evening, July 28, 2020, at 8:00 p.m., a Public Hearing will be held by the Mayor and Board of Trustees of the Village of Bolingbrook in the Boardroom of Bolingbrook Village Hall, 375 West Briarcliff Road, Bolingbrook, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing the execution of an annexation agreement and annexation by the Village of Bolingbrook, Illinois, of a tract of property comprising approximately 5.49 acres of land centrally located within the Village of Bolingbrook and legally described as follows:

PIN #: 12-02-30-400-003-0000

THAT PART OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD MERIDIAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST OF THE EAST LINE OF SAID SOUTHEAST 114, A DISTANCE OF 753.75 FEET; THENCE SOUTH 88 DEGREES, 42 MINUTES, 01 SECOND WEST, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A LINE 65.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST ¼; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST ON SAID PARALLEL LINE, A DISTANCE OF A 49.00 FEET; THENCE SOUTH 07 DEGREES, 13 MINUTES, 52 SECONDS WEST, A DISTANCE OF 202.24 FEET; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 244.47 FEET; THENCE SOUTH 57 DEGREES, 19 MINUTES, 23 SECONDS WEST, A DISTANCE OF 254.63 FEET; THENCE SOUTH 60 DEGREES, 42 MINUTES, 01 SECOND WEST, A DISTANCE OF 278.87 FEET; THENCE NORTH 08 DEGREES, 01 MINUTE, 07 SECONDS EAST, A DISTANCE OF 591.80 FEET TO A POINT ON A 242-FOOT RADIUS CURVE, THE CENTER OF SAID CIRCLE BEARS SOUTH 80 DEGREES, 49 MINUTES, 10 SECONDS EAST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE 335.87 FEET; THENCE NORTH 88 DEGREES, 42 MINUTES, 01 SECOND EAST ALONG A TANGENT LINE TO THE PREVIOUSLY DESCRIBED CURVE, A DISTANCE OF 134.84 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

A map of the affected area is available for inspection at the Bolingbrook Village Hall, 375 West Briarcliff Road, Bolingbrook, Illinois, during normal business hours.

You are further notified that said proposed Annexation Agreement may be changed, altered, modified, amended or redrafted in its entirety after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the Village of Bolingbrook, Will and DuPage Counties, Illinois.

Carol S. Penning
Village Clerk

TEF WEBER Property
Dated this 1st day of July, 2020.

Published in the HERALD newspaper Monday, Tuesday, Wednesday, July 6, 7, & 8, 2020.
NOTICE OF PUBLIC HEARING
FOR ANNEXATION AND AN ANNEXATION AGREEMENT
BOLINGBROOK VILLAGE BOARD
BOLINGBROOK, ILLINOIS

On Tuesday evening, July 28, 2020, at 8:00 p.m., a Public Hearing will be held by the Mayor and Board of Trustees of the Village of Bolingbrook in the Boardroom of Bolingbrook Village Hall, 375 West Briarcliff Road, Bolingbrook, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing the execution of an annexation agreement and annexation by the Village of Bolingbrook, Illinois, of a tract of properties comprising approximately 43.3 acres of land centrally located within the Village of Bolingbrook and legally described as follows:

PIN #s: 06-03-01-100-008-0000

AREA SOUTH AND EAST OF INTERSTATE, THAT PORTION OF THE WEST 1/2; OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY AND EASTERLY OF THE SOUTHERLY AND EASTERLY LINES OF ILLINOIS ROUTE 126 AND F.A.1 ROUTE NO. 55 AS NOW LOCATED, ALL IN WILL COUNTY, ILLINOIS.

AND ALSO;

AREA WEST AND SOUTH OF INTERSTATE, THAT PORTION OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 9, EAST THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY AND SOUTHERLY OF THE SOUTHERLY LINE OF ILLINOIS ROUTE 126 AND THE WESTERLY LINE F.A.1 ROUTE NO. 55 AS BOTH HIGHWAYS ARE NOW LOCATED, ALL IN WILL COUNTY, ILLINOIS.

AND ALSO;

A PART OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS A STRIP OF LAND ON THE EAST LINE OF SAID SECTION 2, 11 CHAINS WIDE EXTENDING THE SAME WIDTH FROM THE SOUTHERLY LINE OF THE PLAINFIELD AND CHICAGO ROAD, SOUTH OF THE HALF SECTION LINE OF SAID SECTION 2, ALL IN WILL COUNTY, ILLINOIS

A map of the affected area is available for inspection at the Bolingbrook Village Hall, 375 West Briarcliff Road, Bolingbrook, Illinois, during normal business hours.

You are further notified that said proposed Annexation Agreement may be changed, altered, modified, amended or redrafted in its entirety after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the Village of Bolingbrook, Will and DuPage Counties, Illinois.

Carol S. Penning
Village Clerk

Route 126 & I-55 (Village Property)
Dated this 1st day of July 2020.
Published in the HERALD newspaper Tuesday, Wednesday and Thursday, July 7, 8, & 9 2020.
NOTICE OF PUBLIC HEARING
FOR FIRST AMENDMENT TO THE ANNEXATION AGREEMENT
BOLINGBROOK VILLAGE BOARD
BOLINGBROOK, ILLINOIS

On Tuesday evening, July 28, 2020, at 8:00 p.m., a Public Hearing will be held by the Mayor and Board of Trustees of the Village of Bolingbrook in the Boardroom of Bolingbrook Village Hall, 375 West Briarcliff Road, Bolingbrook, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing the execution of an amendment to an annexation agreement and annexation by the Village of Bolingbrook, Illinois, of a tract of properties comprising approximately 326.77 acres of land located at the southeast corner of Rodeo Drive and Kings Road and legally described as follows:

PIN# 12-02-30-100-010-0000
      12-02-30-100-011-0000
      12-02-30-100-012-0000
      12-02-30-100-013-0000
      12-02-30-100-014-0000
      12-02-30-101-001-0000
      12-02-30-300-012-0000
      12-02-30-300-013-0000
      12-02-30-301-001-0000
      12-02-30-301-002-0000
      12-02-30-301-003-0000

I-1 LIMITED INDUSTRIAL DISTRICT

THAT PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 30,
TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, ALSO BEING A POINT ON
THE NORTHERLY EXTENSION OF THE WEST LINE OF CARLOW CORPORATE CENTER NORTH UNIT 1,
BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED JANUARY 28, 1999 AS DOCUMENT NUMBER R99-012659;

THENCE SOUTH 01 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID
NORTHWEST QUARTER AS MONUMENTED AND OCCUPIED, ALSO BEING THE WEST LINE OF SAID
CARLOW CORPORATE CENTER NORTH UNIT 1 AND ITS NORTHERLY EXTENSION, 2645.32 FEET TO
THE CENTER OF SAID SECTION 30 AS MONUMENTED, ALSO BEING THE SOUTHWEST CORNER OF
SAID CARLOW CORPORATE CENTER NORTH UNIT 1; THENCE NORTH 88 DEGREES 15 MINUTES 22
SECONDS EAST ALONG THE SOUTH 1/16TH OF SAID CARLOW CORPORATE CENTER NORTH UNIT 1 A
DISTANCE OF 7.73 FEET TO THE NORTHWEST CORNER OF CARLOW CORPORATE CENTER SOUTH
UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED AUGUST 10, 2001 AS DOCUMENT NUMBER R2001-104725, ALSO BEING THE NORTHEAST
CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 01 DEGREES 12
MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, ALSO BEING
THE WEST LINE OF SAID CARLOW CORPORATE CENTER SOUTH UNIT 1 A DISTANCE OF 2641.67 FEET
TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, ALSO BEING THE SOUTHWEST
CORNER OF SAID CARLOW CORPORATE CENTER SOUTH UNIT 1; THENCE SOUTH 88 DEGREES 12
MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1684.21 FEET

15.431 Carlow Corp Center Amendment to Annexation
TO A POINT ON A LINE LYING 1320 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 01 DEGREES 35 MINUTES 54 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, 1320.01 FEET TO A POINT ON A LINE LYING 1320 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 12 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE 270.75 FEET; THENCE NORTH 01 DEGREES 12 MINUTES 07 SECONDS WEST 3970.48 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 88 DEGREES 19 MINUTES 07 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1964.07 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

R-3 SINGLE FAMILY DISTRICT

THE SOUTHWEST QUARTER OF SECTION 30, AND THE SOUTHWEST QUARTER OF SECTION 30 (EXCEPT THE SOUTH 1320 FEET OF THE WEST 1320 FEET OF THE SOUTHWEST QUARTER) TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, ALSO BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF CARLOW CORPORATE CENTER NORTH UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 28, 1999 AS DOCUMENT NUMBER R99-012659; THENCE SOUTH 01 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER AS MONUMENTED AND OCCUPIED, ALSO BEING THE WEST LINE OF SAID CARLOW CORPORATE CENTER NORTH UNIT 1 AND ITS NORTHERLY EXTENSION, 2645.32 FEET TO THE CENTER OF SAID SECTION 30 AS MONUMENTED, ALSO BEING THE SOUTHWEST CORNER OF SAID CARLOW CORPORATE CENTER NORTH UNIT 1; THENCE NORTH 88 DEGREES 15 MINUTES 22 SECONDS EAST ALONG THE SOUTH LINE OF SAID CARLOW CORPORATE CENTER NORTH UNIT 1 A DISTANCE OF 7.73 FEET TO THE NORTHWEST CORNER OF CARLOW CORPORATE CENTER SOUTH UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 10, 2001 AS DOCUMENT NUMBER R2001-104725, ALSO BEING THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 01 DEGREES 12 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, ALSO BEING THE WEST LINE OF SAID CARLOW CORPORATE CENTER SOUTH UNIT 1 A DISTANCE OF 2641.67 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, ALSO BEING THE SOUTHWEST CORNER OF SAID CARLOW CORPORATE CENTER SOUTH UNIT 1; THENCE SOUTH 88 DEGREES 12 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1684.21 FEET TO A POINT ON A LINE LYING 1320 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 01 DEGREES 35 MINUTES 54 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, 1320.01 FEET TO A POINT ON A LINE LYING 1320 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 12 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE 270.75 FEET; THENCE NORTH 01 DEGREES 12 MINUTES 07 SECONDS WEST 3970.48 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 88 DEGREES 19 MINUTES 07 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1964.07 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

A map of the affected area is available for inspection at the Bolingbrook Village Hall, 375 West Briarcliff Road, Bolingbrook, Illinois, during normal business hours.

15.431 Carlow Corp Center Amendment to Annexation
You are further notified that said proposed First Amendment to the Annexation Agreement may be changed, altered, modified, amended or redrafted in its entirety after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the Village of Bolingbrook, Will and DuPage Counties, Illinois.

Carol S. Penning
Village Clerk

Mary Kelley Property
Dated this 1st day of July 2020.
Published in the HERALD newspaper Monday, Tuesday and Wednesday, July 6, 7 & 8, 2020.
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

APPROVING ANNEXATION AGREEMENT WITH PLAINFIELD SCHOOL DISTRICT 202
(SUBJECT TO ATTORNEY APPROVAL)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

P.I.N. #s:

PREPARED BY & MAIL TO:

VILLAGE CLERK’S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE NO. 20-
APPROVING ANNEXATION AGREEMENT WITH PLAINFIELD SCHOOL DISTRICT 202
(SUBJECT TO VILLAGE ATTORNEY APPROVAL)

WHEREAS, Plainfield School District 202 is the Owner (identified hereinafter as the “Owner”), of the following described property:

THE SOUTH 1320.00 FEET OF THE WEST 1320.00 FEET OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.
PIN: 12-02-30-300-012-0000

(hereinafter referred to as the “Subject Property”); and

WHEREAS, the Village of Bolingbrook and the Owner wish to enter into a binding agreement (the “Annexation Agreement”) with respect to annexation, zoning and development of the Subject Property, and to other related matters, pursuant to the provisions of Division 15.1 of Article Eleven of Chapter 65 of the Illinois Compiled Statutes, upon the terms and conditions contained in said agreement; and

WHEREAS, an annexation petition has been filed by the Owner of the Subject Property; and

WHEREAS, the Subject Property is presently contiguous to the Village; and

WHEREAS, all public hearings as required by law have been held by the different departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations, or both, required of them; and

WHEREAS, the annexation of the Subject Property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the Village will permit the sound planning and development of the Village, and will otherwise promote the proper growth and general welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE. The recitals set forth hereinafter shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Section One.

SECTION TWO. The Annexation Agreement attached hereto as Exhibit 1 shall be, and is hereby approved, and the Mayor is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest said Annexation Agreement in substantially the form attached hereto as Exhibit 1.
SECTION THREE. This Ordinance shall be in full force and effect from and after its passage, by a vote of at least two-thirds of the corporate authorities now holding office, and approval in the manner provided by law.

ADOPTED THIS ___ DAY OF JULY, 2020.

AYFS:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS ___ DAY OF JULY, 2020.

______________________________
Mayor

ATTEST:

______________________________
Village Clerk

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY ___, 2020.
EXHIBIT 1
Annexation Agreement
ANNEXATION AGREEMENT

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Robert D. Tuerk
5060 River Road
Schiller Park, IL 60176
ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of July, 2020, between the
VILLAGE OF BOLINGBROOK, an Illinois municipal corporation, located in Will and DuPage
Counties, Illinois (hereinafter referred to as the "Village"), and the PLAINFIELD COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 202 (hereinafter referred to as the "Owner"), and
NORTHERN BUILDERS, INC., an Illinois corporation and CARLOW WEST NW LLC, an
Illinois limited liability company (NORTHERN BUILDERS, INC. and CARLOW WEST NW
LLC are hereinafter referred to collectively and individually as “Developer”).

WITNESSETH:

WHEREAS, the Owner is the owner of the property legally described and depicted on the
Plat of Annexation in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the
"Subject Property"), which property is subject to this Annexation Agreement; and

WHEREAS, the Developer intends to develop the Subject Property for the uses and purposes
hereinafter set forth; and

WHEREAS, Northern Builders, Inc. or its assigns has entered into a contract with the Owner:
for the purchase of the Subject Property; and

WHEREAS, the corporate authorities of the Village have considered the annexation of the
Subject Property; and

WHEREAS, the Subject Property is presently contiguous to the Village, and none of said
property is presently within the corporate limits of any other municipality; and

WHEREAS, the parties wish to enter into a binding agreement with respect to said
annexation, zoning, and development, and to other related matters, pursuant to the provisions of
Division 15.1 of Article Eleven of Chapter 65 of the Illinois Compiled Statutes upon the terms and
conditions contained in this Agreement; and

WHEREAS, all public hearings as required by law have been held by the different departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations, or both, required of them; and

WHEREAS, the annexation of the Subject Property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the Village, will permit the sound planning and development of the Village, and will otherwise promote the proper growth and general welfare of the Village; and

WHEREAS, the Village, by a favorable vote of at least two-thirds (2/3) of the corporate authorities then holding office, have adopted an ordinance authorizing the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Owner has filed on behalf of the Developer with the Village Clerk of the Village a duly executed petition, pursuant to and in accordance with the provisions of Section 5/7-1-8 of Chapter 65, Illinois Compiled Statutes, to annex the Subject Property to the Village. It is expressly understood and agreed, however, that the action of the Village with respect to said petition of the Owner on behalf of the developer for the annexation of the Subject Property shall be, and hereby is, made expressly contingent upon the Subject Property being legally contiguous to the Village at the time of said annexation and expressly contingent upon said property being validly zoned and classified under the applicable ordinances of the Village, all as hereinafter provided.

2. The Village hereby agrees to annex the Subject Property upon the terms and
conditions of this Agreement, and the parties respectively agree to do all things necessary and appropriate to cause the Subject Property to be duly and validly annexed to the Village.

3. After annexation of the Subject Property to the Village, the Village hereby agrees to adopt the necessary ordinances to zone the Subject Property as follows:

A. The portion of the Subject Property indicated on the Zoning Plan, set forth as Exhibit B attached hereto and made a part hereof, as Industrial shall be zoned I-1 Limited Industrial District;

B. The portion of the Subject Property indicated on the Zoning Plan, set forth as Exhibit B attached hereto and made a part hereof, as Residential shall be zoned R-3 Single Family Residential District;

C. The Village agrees that the following uses shall be considered permitted special uses of the Subject Property, subject to the Special Use permitting process:

1. Planned Developments
2. Free standing office building

D. The Village agrees that it will give consideration to and will not unreasonably withhold approval of any application submitted by the Developer to rezone a portion of the Subject Property zoned Industrial to O-1, as Office District, subject to the minimum area of ten (10) acres.

Development of the Subject Property shall be subject to all codes and ordinances of the Village in effect at the time of development, pursuant to paragraph 5 herein.

4. This Annexation Agreement shall expire on the ___ day of July, 2040.

5. The Developer agrees that, except as set forth in this Agreement, all development and construction on the Subject Property shall comply in all respects with the provisions in the Building,
Plumbing, Electrical, Fire Prevention, Zoning and Development Codes of the Village and all other
germane codes and ordinances of the Village in effect on the date that an application for a building
permit for such development or construction is filed. Developer further agrees that the Subject
Property will be subject to the Bolingbrook Village Code and ordinances and all subsequent
amendments thereto, as they may from time to time apply to the Subject Property.

6. The provisions of the Zoning Ordinance of the village allow for variances from the
requirements of the Zoning Ordinance for the underlying zoning district in order to promote and
allow innovation and flexibility of design in keeping with the public interest and welfare. The
Village agrees that variations requested at the time of development approval will not be unreasonably
withheld. Provided such requests are consistent with the intent and purpose of the Zoning Ordinance
in keeping with the public interest and welfare and in conformity with the general character of the
Village and that the Village code will be balanced with the overall development. Further, the Village
finds that the strict application to the Subject Property of certain provisions of the Zoning Ordinance
would be unduly restrictive and would prevent Developer from developing the Subject Property and
effectuating the Plan herein approved in the most suitable manner consistent with the testimony and
exhibits heretofore submitted. Therefore, the Village agrees that the following standards shall
govern with respect to the development of the Subject Property in any case where the standards now
or hereafter provided in the Zoning Ordinance shall conflict or in any case where there shall be no
applicable standards provided therein, all being consistent with the intent and purpose of the Zoning
Ordinance and in conformity with the general character of the Village:

A. Development of the Subject Property shall be in substantial compliance in
accordance with the Industrial/Residential Site Plan as set forth in Exhibits C-1,
C-2, and C-3 attached hereto and made a part hereof.

B. The Owner and Developer shall be allowed to continue to conduct farming operations on those portions of the Subject Property which are not being developed and for which a building permit has not been issued.

C. The following variations from the codes and ordinances of the Village shall be granted:

(i) A fifty (50) foot transition yard shall be necessary on the westerly portion of the Subject Property developed as industrial parcels. All setbacks for Industrial will be as required by Code, except for the westerly portion where there will be no setback required (that is, the west property line);

(ii) A fifty (50) foot transition yard shall be necessary on the easterly portion of the Subject Property developed as residential parcels. All setbacks for Residential will be as required by Code. The one hundred foot industrial/residential transition yard is depicted on Exhibit C-1. The Developer will construct a berm on the transition yard with associated landscaping in sections as the Industrial portion of the Subject Property, immediately adjacent to the Residential, is developed in increments of no less than 1,000 feet per section. The berm and landscaping will conform to Village requirements including a minimum 3:1 slope, and is generally depicted on Exhibits C-2 and C-3 with at least 8 foot tall evergreens and deciduous trees at the time of planting. The berm and landscaping will be maintained by the Developer until an Association is formed for the Industrial
property at which time the Industrial Association will maintain the berm. The entire berm must be constructed prior to any residential development being built. The berm and transition yard will be designated as an outlot at the time of platting;

(iii) The required minimum green space for each industrial building constructed on the Subject Property shall be a minimum of fifteen percent (15%), subject to all the required landscaping material being installed. The parties agree that the adjacent 50 foot portion of the transition yard shall be included in the industrial green space calculation; and

(iv) The roof peak of any building constructed on the portion of the Subject Property zoned as Industrial by way of pitch shall not exceed the height of the exterior wall by more than ten percent (10%) and shall not be included in the maximum building height.

D. Preliminary and final development plans and plats of subdivision shall be in substantial compliance with Exhibit C and must be approved by the Village.

E. Failure of the Developer to conform to the requirements of a future special use granted by the Village and to the codes and ordinances of the Village shall render the special use granted hereby null and void and of no further force and effect.

F. All structures in the I-1 industrial zoned areas shall comply with all government regulations including but not limited to zoning and building codes in effect at the time a building permit is applied for.

G. Any roof top units or mechanical equipment shall be screened from public
view in a manner acceptable to the Village.

7. The portion of the Subject Property being rezoned R-3, Residential, shall in all respects comply with all Municipal Codes in effect at the later of the time of platting or the application for a residential building permit. The R-3 Residential Property shall be subject to and part of a Homeowner’s Association and the terms and provisions of Covenants, Conditions and Restrictions of Records (“CCRs”) approved by the Village. The Residential Property shall comply in all respects with the following requirements:

A. the minimum lot size of 12,000 square feet;

B. the minimum square footage of a one-story ranch shall be 2,400 square feet; a two story residence shall be 2,900 square feet above the first floor entry;

C. within sixty (60) days after occupancy each lot shall be landscaped with sod and a landscape package equal to ten percent (10%) of construction cost excluding sod (no grass seed permitted);

D. minimum three car garage (530 square feet);

E. the Annexation fee for each residence shall be prorated at the rate of $10,000 per acre payable upon platting.

All the CCRs, Bylaws and the Declaration shall be subject to Village review and approval prior to recording and in advance of any plat or building permit approval for the R-3 portion of the Property; and

F. all driveways and walkways to be constructed out of concrete, brick pavers, or block.

No asphalt would be permitted.

8. The Developer agrees to reimburse the Village as follows:
A. In order to comply with Village’s Ordinance 07-123, the Developer shall pay Four Hundred Eighty Six Thousand Five Hundred Ninety Seven and 40/100 Dollars ($486,597.40) for the Regional Stormwater Management Facility fee. This will provide usage for 15.4 Acre-Feet of storage in Phase I of the stormwater facility. Of the 15.4 Acre-Feet of storage, 4.10 Acre-Feet will be credited to the industrially zoned property and 11.44 Acre-Feet will be credited to the residentially zoned property. The above fee shall be payable to the Village upon execution of this agreement or payable to the Village at issuance of a building permit on a prorated basis based on proportionate usage fee of the building developments. The Stormwater Management Facility fees set forth in this agreement shall further be increased automatically by the amount of one and half percent (1.5%) per annum, beginning January 1, 2021. If additional detention is required for optional compensatory storage for the site, the developer may purchase additional Acre-Feet of storage at a rate of $31,312.57 per Acre-Foot if sent to Phase I of the Regional Stormwater facility. This additional detention fee shall further be increased automatically by the amount of one and half percent (1.5%) per annum, beginning January 1, 2021. The Developer may utilize as a credit towards the above optional compensatory storage usage for those portions of the 4.10 Acre-Feet allocated to the industrially zoned property that are unused as a result of Developer providing stormwater management on site.

B. For the 127th Street Water Main Recapture the Developer shall pay Thirty Nine Thousand Nine Hundred Eighty Eight and 76/100 Dollars ($39,988.76) payable to the Village at issuance of a building permit.

C. For the 127th Street Sanitary Sewer Recapture the Developer shall pay Ninety Nine
Thousand Nineteen and 00/100 Dollars ($99,019) payable to the Village at issuance of a building permit.

9. The Developer and the Village understand and agree that certain improvements and modifications to the existing roadway system are necessary for the orderly development of the Subject Property. The development of the roadway system shall occur in substantially the following manner:

A. Remington Boulevard. The Village shall require the North side of Remington Boulevard to be dedicated and improved by the Developer in in phases as the pro rata portion based on linear footage of the immediately adjoining land in the Subject Property is developed. The Improvements shall consist of an additional four (4) feet of pavement, B-9.18 curb, gutter, sidewalk, landscaping along the North side of Remington Boulevard adjacent to the Property, and the Village and Developer will work together to provide functional access to the Subject Property and adjoining property whereby sections of the existing median may be modified where required for a fully accessible and functional industrial development on the subject property and adjoining industrial property. The improvements will conform to the cross section attached hereto as Exhibit D.

B. In conjunction with the development of the R-3 Residential Property and provided that Kings Road has been extended from Rodeo Drive to the northern boundary line of the Residential Property, the parties acknowledge and agree that the Developer of the Residential Property shall extend Kings Road from the northern boundary line of the Residential Property to Remington within the boundaries of the R-3 Residential Property in an alignment
acceptable to the Village at the time the R-3 Property is developed with no individual residential lot curb cuts on Kings Road. The improvements will conform to the cross section attached hereto as Exhibit E.

E. The parties agree that Northern Builders, Inc. will be the general contractor in constructing said improvements in this Paragraph 10.

10. The Developer of the residential-zoned property, in recognition of the needs of the School District serving the Subject Property, agree, upon subdivision of the Subject Property for residential uses, to donate land or cash in lieu of land to the appropriate school district as provided in the Bolingbrook Development Code (Section 30-407) as currently existing or hereafter modified or replaced. It is further agreed that the Developer of the residential-zoned property and its respective successors in interest agree to pay the aforementioned contribution, and the same shall be a condition of the issuance of building permits for dwelling units on the Subject Property.

11. The Developer of the residential-zoned property, in recognition of the needs of the Village and the Park District serving the Subject Property, agree, upon subdivision of the Subject Property for residential uses, to donate land or cash in lieu of land to the appropriate park district as provided in the Bolingbrook Development Code (Section 30-407). The donation shall be due and payable at the time an application for a building permit is made for construction of each residential dwelling unit on the Subject Property. It is further agreed that the Developer of the residential-zoned property and its respective successors in interest agree to pay the aforementioned contribution, and the same shall be a condition of the issuance of building permits for dwelling units on the Subject Property.

12. The Village shall allow the Developer the right to maintain one (1) development sales
trailer on the portion of the Subject Property owned by the Developer at the time of issuance of the permit for the trailer. Any sales trailer shall be removed by Developer at the time that the Developer has ceased its marketing activities on the Subject Property.

13. The parties further agree that the Owner is a party to this Agreement solely for the purpose of expediting its sale of the Subject Property to Developer and that Owner shall incur no liability to the Village or any other party related to this Agreement.

14. This Agreement shall inure to the benefit of, and be binding upon, the successors in title of the Owner and Developer, and each of them, their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and, as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of Owner and Developer, and each of them, and, as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Will County, Illinois.

15. Except as set forth in Section 7, the Village agrees that no annexation fee shall be due upon annexation of the Subject Property.

16. The Developer agree to reimburse the Village for trunk charges accruing as a result of connecting the Subject Property to the 9-1-1 emergency service line as follows: upon approval of each final plat or final development plan the Developer shall pay:

A. For single family attached or detached residential development, $100.00 per acre for each acre or portion thereof included within the plat or plan, when such portion of the Subject Property is developed.

B. For multiple family attached residential development, $25.00 per dwelling unit
included within the plat or plan, when such portion of the Subject Property is developed.

C. For commercial or industrial development, $100.00 per acre for each acre or portion thereof included within the plat or plan, when such portion of the Subject Property is developed.

17. The Developer agrees to pay a fee of $100.00 per acre upon approval of each final plat or final development plan to cover the cost of providing emergency warning devices for the Subject Property.

18. The Developer of the Subject Property agrees to defend and hold the Village and Owner harmless from any and all claims which may arise out of said Developer’s construction activities under this Agreement.

19. In the event that, as a result of this Agreement, or actions taken as required hereunder, the Village is made a party defendant in any litigation arising by reason of this Agreement, or the construction and development activities contemplated hereunder, the Developer agrees to defend and hold the Village, the mayor, trustees, officers, and agents thereof, individually and collectively, harmless from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom. The obligation of the Developer hereunder shall include and extend to payment of reasonable attorneys’ fees for the representation of the Village and its said officers and agents in such litigation and includes expenses, court costs and fees; it being understood that the Developer shall have the right to employ all such attorneys to represent the Village and its officers and agents in such litigation, subject to the approval of the corporate authorities of the Village, which approval shall not be unreasonably withheld. The Developer shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the Village or its officers or
agents in this respect, and the Village shall join in any such appeal taken by the Developer.

20. The construction and installation of all public improvements shall conform to and be in compliance with the Village ordinances then in effect at the time of the construction and installation of the same. The Developer and all other parties to this Agreement affirmatively agree to comply with the provisions of the Will County Stormwater Management Ordinance, as amended from time to time.

21. The Developer shall reimburse the Village for all costs incurred by the Village in connection with this Agreement and the annexation of the Subject Property.

22. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the Owner and Developer shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Agreement. The Village reserves the right to maintain an action to recover damages or any sums which Developer has agreed to pay pursuant to this Agreement and which have become due and remained unpaid. The Owner is not obligated to pay any fees to the Village or any other party under this Agreement.

23. The agreements contained herein shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property or any part thereof to the Village.

24. The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their
corporate capacities as members of such group and shall have no personal liability in their individual capacities.

25. Notices or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed, or by a national overnight delivery service as follows:

**If to the Village:**

ATTN: Mayor
Village of Bolingbrook
375 West Briarcliff Road
Bolingbrook, Illinois 60440

with a copy to:
Burton S. Odelson
Odelson, Sterk, Murphey, Frazier & McGrath, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805

**If to the Owner:**

Dr. Lane Abrell
Superintendent
Board of Education of Plainfield Community Consolidated School District No. 202
15732 Howard Street
Plainfield, Illinois 60546

with a copy to:
Brian P. Crowley, Partner
Franczek P.C.
300 South Wacker Drive
Suite 3400
Chicago, Illinois 60606

**If to the Developer:**

Thomas D. Grusecki
Northern Builders, Inc.
5060 River Road
Schiller Park, Illinois 60176

Thomas R. Kenrich
Carlow West NW LLC
5060 River Road
-15-
Schiller Park, Illinois 60176

with a copy to: Robert D. Tuerk
Northern Builders, Inc.
5060 River Road
Schiller Park, Illinois 60176

or to such other address as any party may from time to time designate in a written notice to the other party.

26. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word, or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Annexation Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

[SIGNATURE PAGES FOLLOW]
OWNER:

Plainfield Community Consolidated School District No. 202

By: _____________________________
    Lane Abrell, Superintendent

DEVELOPER:

NORTHERN BUILDERS, INC., an Illinois corporation

By: _____________________________
    Thomas D. Grusecki, President & CEO

CARLOW WEST NW LLC, an Illinois limited liability company

By: _____________________________
    Thomas D. Grusecki, Manager

VILLAGE OF BOLINGBROOK

ATTEST: __________________________
        Mayor

_______________________________
Village Clerk

-17-

Purchase Plainfield School District Land / Plainfield School District Annexation Agreement 006 Clea
STATE OF ILLINOIS  )
                  ) SS.
COUNTY OF WILL   )

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that Roger Claar and ________________, personally known to me to be the Village Mayor and Village Clerk, respectively, of the Village of Bolingbrook, Will County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that as such Mayor and Clerk, they signed and delivered the said instrument as such Mayor and Clerk of said Village and caused the corporate seal of said Village to be affixed thereto pursuant to authority given by the Corporate Authorities of said Village as their free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of ______________, 2020.

______________________________
Notary Public

My Commission Expires: ____________________

STATE OF ILLINOIS  )
                  ) SS.
COUNTY OF COOK   )

I, __________________________, a notary public in and for the County and State aforesaid, do hereby certify that Thomas D. Grusecki, personally known to me to be the President and CEO of Northern Builders, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Northern Builders, Inc., for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this _____ day of ______________, 2020.

______________________________
Notary Public

My Commission Expires: ____________________
STATE OF ILLINOIS

) SS.

COUNTY OF COOK

I, ______________________, a notary public in and for the County and State aforesaid, do hereby certify that Thomas D. Grusecki, the Manager of Carlow West NW LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Carlow West NW LLC, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this ____ day of ___________, 2020.

__________________________________________
Notary Public

My Commission Expires: _______________________

---

STATE OF ILLINOIS

) SS.

COUNTY OF WILL

I, ______________________, a notary public in and for the County and State aforesaid, do hereby certify that Lane Abrell, personally known to me to be the Superintendent of Plainfield Community Consolidated School District No. 202, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Plainfield Community Consolidated School District No. 202, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this ____ day of ___________, 2020.

__________________________________________
Notary Public

My Commission Expires: _______________________

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Purchase Plainfield School District Land / Plainfield School District Annexation Agreement 006 Clean
EXHIBIT A

Plat of Annexation
EXHIBIT B

Zoning Plan
EXHIBIT C-1

Industrial/Residential Site Plan
EXHIBIT C-2

Berm Rendering
EXHIBIT C-3

Berm Cross Section
The scope of Developer's improvements shall be for the areas shown on the north side of Remington Boulevard. The work within the "Limits of Work" shall specifically include Items 1, 2, 3, 4, 5, 7, 8, and 9 as well as the cutting of the existing road and installing a new 2.5-inch surface course to the adjoining roadway to the centerline on the north side of the road.
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

ANNEXING CERTAIN TERRITORY TO THE VILLAGE FOR PLAINFIELD SCHOOL DISTRICT 202 (SUBJECT TO ATTORNEY APPROVAL)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

P.I.N. #: 12-02-30-300-012-0000

PREPARED BY & MAIL TO:

VILLAGE CLERK’S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE NO. 20-
ANNEXING CERTAIN TERRITORY TO THE VILLAGE FOR PLAINFIELD SCHOOL DISTRICT 202 (SUBJECT TO ATTORNEY APPROVAL)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to 65 ILCS 5/7-1-8, a petition was filed by Plainfield School District 202, the Owner (identified hereinafter as the "Owner"), for annexation to the Village of Bolingbrook of the following described property:

THE SOUTH 1320.00 FEET OF THE WEST 1320.00 FEET OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN: 12-02-30-012-0000
(hereinafter referred to as the "Subject Property"); and

WHEREAS, there are no electors residing on the Subject Property; and

WHEREAS, the Subject Property is not within the corporate limits of any municipality but is contiguous to the Village of Bolingbrook; and

WHEREAS, legal notices regarding the intention to the Village to annex the Subject Property have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Deeds of Will County, Illinois; and

WHEREAS, the Owner and the Village have entered into a valid and binding annexation agreement relating to the Subject Property; and

WHEREAS, all public hearings, submissions and other legal requirements have been accomplished in full compliance with the terms of said annexation agreement and with statutes of the State of Illinois and the ordinances of the Village of Bolingbrook; and

WHEREAS, the Mayor and Board of Trustees believe and hereby declare it to be in the best interests of the Village that the Subject Property be annexed thereto.
NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, in the exercise of its statutory and home rule powers, as follows:

SECTION ONE. The Mayor and Board of Trustees find as facts the recitals hereinabove set forth.

SECTION TWO. The Subject Property, being indicated on an accurate map of the annexed territory, which is attached hereto as Exhibit 1 (Plat of Annexation) and made a part hereof, is hereby annexed to the Village of Bolingbrook.

SECTION THREE. That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk of Will County a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to said Ordinance. Notice of the annexation shall further be provided to the appropriate election authorities and post office branches serving the Subject Property.

ADOPTED THIS __ DAY OF JULY, 2020.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS __ DAY OF JULY, 2020.

__________________________  Mayor

ATTEST:

__________________________  Village Clerk

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY ____, 2020.
VILLAGE OF BOLINGBROOK
PLANNING COMMISSION
STAFF REPORT FROM
MATT EASTMAN
PLANNING & ZONING ADMINISTRATOR

PROJECT NO.: 409.20
DATE: July 15, 2020

GENERAL INFORMATION
APPLICANT: Tom Kearich, Northern Builders, Inc.
OWNER: Plainfield Community School District No. 202

REQUESTED ACTION:
Approval of a Rezoning from E-R Estate Residence to I-1 Limited Industrial and R-3 Single Family Residence

PURPOSE: To rezone an existing lot of record.

LOCATION:
Northeast corner of Remington Boulevard and Kings Road

PIN NUMBER(S):
12-02-30-300-012-0000

SIZE OF PARCEL:
40 acres

ADJACENT ZONING & LAND USE:
NORTH: R-3 Single Family Residential / Vacant
EAST: I-1 Limited Industrial / Carlow Corporate Center West, existing industrial buildings (Best Buy distribution center)
SOUTH: I-1 Limited Industrial / Scholz Farm, existing industrial buildings
WEST: R-3 Single Family Residential / American Estates Subdivision

ANALYSIS:
- The applicant is seeking approval of a rezoning for the above-referenced property from E-R Estate Residence to I-1 Limited Industrial and R-3 Single Family Residence, which is part of a petition to annex.
- Whenever a property is annexed into the Village it is initially classified E-R Estate Residence necessitating a rezoning to a more appropriate zone. In this instance the appropriate classification(s) is I-1 Limited Industrial and R-3 Single Family Residence since the majority of the surrounding properties are so zoned and in order to pursue developing said lots with future industrial and residential developments.
- Per the attached exhibit(s), the applicant is proposing to rezone approximately 31.796 acres to R-3 Single Family Residence, which would be zoned and developed as residential property, and approximately 8.204 acres to I-1 Limited Industrial, which would be zoned and developed as industrial as part of Carlow Corporate Center West.
• Per the Annexation Agreement, a 100-foot industrial/residential transition yard as depicted on the attached exhibit would be required. The developer would construct a berm on the transition yard with associated landscaping, including a minimum 3:1 slope, with at least 8-foot tall evergreens and deciduous trees at the time of planting. The developer will maintain the berm and landscaping until an association is formed for the industrial property, at which time the industrial association will maintain the berm. The entire berm must be constructed prior to any residential development being built. The berm and transition yard will be designated as an outlot at the time of platting.

• Per the Annexation Agreement, the Residential Property shall comply in all respects with the following requirements:
  A. the minimum lot size of 12,000 square feet;
  B. the minimum square footage of a one-story ranch shall be 2,400 square feet; a two story residence shall be 2,900 square feet above the first floor entry;
  C. within sixty (60) days after occupancy each lot shall be landscaped with sod and a landscape package equal to ten percent (10%) of construction cost excluding sod (no grass seed permitted);
  D. minimum three-car garage (550 square feet);
  E. the Annexation fee for each residence shall be prorated at the rate of $10,000 per acre payable upon platting.
  F. all driveways and walkways to be constructed out of concrete, brick pavers, or block. No asphalt would be permitted.

RECOMMENDATION:
Staff recommends approval of a Rezoning from E-R Estate Residence to I-1 Limited Industrial and R-3 Single Family Residence for the property located at the northeast corner of Remington Boulevard and Kings Road, subject to the approval of the annexation and annexation agreement.
RECOMMENDATION OF THE BOLINGBROOK PLAN COMMISSION REGARDING A REZONING FROM E-R ESTATE RESIDENCE TO R-3 SINGLE FAMILY RESIDENCE AND I-1 LIMITED INDUSTRIAL FOR THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF REMINGTON BOULEVARD AND KINGS ROAD, COMMONLY KNOWN AS THE PLAINFIELD SCHOOL DISTRICT PROPERTY

Meeting Date: July 15, 2020

Having duly noticed and held a public hearing on July 15, 2020, with respect to approval of the application by Tom Kanrich, Northern Builders, Inc. for a REZONING FROM E-R ESTATE RESIDENCE TO R-3 SINGLE FAMILY RESIDENCE AND I-1 LIMITED INDUSTRIAL, for the future development of the property currently located at the northeast corner of Remington Boulevard and Kings Road, Bolingbrook, Illinois, the Plan Commission finds that the proposed Rezoning MEETS the following standards set forth in the Zoning Ordinance:

(A) The proposed rezoning at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community; and

(B) The proposed rezoning will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare; and

(C) The proposed rezoning will not have a substantial adverse economic effect upon existing businesses in the vicinity and will not have an adverse impact upon the tax bases of units of local government and school districts, and

(D) The proposed rezoning will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations; and

The Plan Commission therefore recommends that the Rezoning from E-R Estate Residence to R-3 Single Family Residence and I-1 Limited Industrial be APPROVED, subject to the approval of the annexation and annexation agreement, which includes, but is not limited to, the following:

1. Upon subdivision of the Subject Property for residential uses, the developer and/or owner would be responsible to donate land or cash-in-lieu of land to the appropriate school and park district as provided in the Bolingbrook Development Code (Section 30-407).
2. All future Final Development Plans are subject to the review and approval from the Director of Public Services and Development.

Approved by the Plan Commission July 15, 2020.

Ayes: 5
Nays: 0
Absent: 4
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

APPROVING REZONING FOR PROPERTY COMMONLY KNOWN AS THE
   PLAINFIELD SCHOOL DISTRICT 202 PROPERTY
   (SUBJECT TO ATTORNEY APPROVAL)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

P.I.N. #s: 12-02-30-300-012-0000

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE NO. 20-

APPROVING REZONING FOR PROPERTY COMMONLY KNOWN AS THE
PLAINFIELD SCHOOL DISTRICT 202 PROPERTY

(SUBJECT TO ATTORNEY APPROVAL)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, Tom Kenrich, Northern Builders, Inc. (identified hereinafter as the “Applicant”), of the property consisting of +/- 40 acres and commonly known as the Plainfield School District 202 Property, which has the following permanent index number:

PIN: 12-02-300-012-0000

(hereinafter referred to as the “Subject Property”); and

WHEREAS, Applicant, has applied for approval of rezoning of the Subject Property which would rezone the Subject Property from E-R Estate Residence to I-1 Limited Industrial and R-3 Single Family Residence; and

WHEREAS, the Plan Commission duly called, noticed and held a public hearing on July 15, 2020, relating to said application; and

WHEREAS, the Mayor and Board of Trustees (Corporate Authorities) believe and hereby declare that it is in the best interests of the Village and its residents to approve the rezoning as set forth herein below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, in the exercise of its statutory and home rule powers, as follows:

SECTION ONE. The Mayor and Board of Trustees find as facts the recitals hereinabove set forth.

SECTION TWO. The Subject Property is hereby rezoned to I-1 Limited Industrial and R-3 Single Family Residence, subject to the attorney approval and approval of the annexation by the corporate authorities of the Village.

1. 31.796 acres would be rezoned R-3 single Family Residence and 8.204 acres would be rezoned I-1 Limited Industrial District.
2. Upon Subdivision of the Subject Property for residential uses, the developer and/or owner would be responsible to donate land or case-in-lieu of land to the appropriate school and park district as provided in the Bolingbrook Development Code (Section 30-407).

3. All future Final Development Plans are subject to the review and approval from the Director of Public Services and Development.

SECTION THREE. The Plan Commission findings with respect to the rezoning of the Subject Property in their report of July 15, 2020, attached hereto, are hereby adopted.

SECTION FOUR. The Village Clerk is hereby authorized to note the I-1 Limited Industrial and R-3 Single Family Residence designation made by this Ordinance upon the official zoning map of the Village.

SECTION FIVE. All ordinances or parts of ordinances conflicting with any provisions of this Ordinance shall be and the same is hereby repealed.

SECTION SIX. Subject to the provisions of Section Two, this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.


AYES:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS _____TH DAY OF JULY, 2020.

ATTEST:

Mayor

Village Clerk

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY _____, 2020.
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

APPROVING ANNEXATION AGREEMENT WITH TEF WEBER, LLC
(SUBJECT TO ATTORNEY AND MAYOR APPROVAL)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

P.I.N. #: 12-02-30-400-003-0000

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE NO. 20-
ANNEXING CERTAIN TERRITORY TO THE VILLAGE FOR TEF WEBER PROPERTY

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to 65 ILCS 5/7-1-8, a petition was filed by TEF Weber, LLC, the Owner (identified hereinafter as the "Owner"), for annexation to the Village of Bolingbrook of the following described property:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD MERIDIAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST OF THE EAST LINE OF SAID SOUTHEAST 114, A DISTANCE OF 753.75 FEET; THENCE SOUTH 88 DEGREES, 42 MINUTES, 01 SECOND WEST, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A LINE 65.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST ¼; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST ON SAID PARALLEL LINE, A DISTANCE OF A 49.00 FEET; THENCE SOUTH 07 DEGREES, 13 MINUTES, 52 SECONDS WEST, A DISTANCE OF 202.24 FEET; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 244.47 FEET; THENCE SOUTH 57 DEGREES, 19 MINUTES, 23 SECONDS WEST, A DISTANCE OF 254.63 FEET; THENCE SOUTH 60 DEGREES, 42 MINUTES, 01 SECOND WEST, A DISTANCE OF 278.87 FEET; THENCE NORTH 08 DEGREES, 01 MINUTE, 07 SECONDS EAST, A DISTANCE OF 591.80 FEET TO A POINT ON A 242-FOOT RADIUS CURVE, THE CENTER OF SAID CIRCLE BEARS SOUTH 80 DEGREES, 49 MINUTES, 10 SECONDS EAST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE 335.87 FEET; THENCE NORTH 88 DEGREES, 42 MINUTES, 01 SECOND EAST ALONG A TANGENT LINE TO THE PREVIOUSLY DESCRIBED CURVE, A DISTANCE OF 134.84 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN: 12-02-30-400-003-0000

(Hereinafter referred to as the "Subject Property"); and

WHEREAS, there are no electors residing on the Subject Property; and
WHEREAS, the Subject Property is not within the corporate limits of any municipality but is contiguous to the Village of Bolingbrook; and

WHEREAS, legal notices regarding the intention to the Village to annex the Subject Property have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Deeds of Will County, Illinois; and

WHEREAS, the Owner and the Village have entered into a valid and binding annexation agreement relating to the Subject Property; and

WHEREAS, all public hearings, submissions and other legal requirements have been accomplished in full compliance with the terms of said annexation agreement and with statutes of the State of Illinois and the ordinances of the Village of Bolingbrook; and

WHEREAS, the Mayor and Board of Trustees believe and hereby declare it to be in the best interests of the Village that the Subject Property be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, in the exercise of its statutory and home rule powers, as follows:

SECTION ONE. The Mayor and Board of Trustees find as facts the recitals hereinabove set forth.

SECTION TWO. The Subject Property, being indicated on an accurate map of the annexed territory, which is attached hereto as Exhibit 1 (Plat of Annexation) and made a part hereof, is hereby annexed to the Village of Bolingbrook.

SECTION THREE. That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk of Will County a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to said Ordinance. Notice of the annexation shall further be provided to the appropriate election authorities and post office branches serving the Subject Property.

ADOPTED THIS ___ DAY OF JULY, 2020.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS ___ DAY OF JULY, 2020.
PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY _____, 2020.
ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this ______ day of July, 2020 (hereinafter referred to as the “Effective Date”), between the VILLAGE OF BOLINGBROOK, an Illinois municipal corporation, located in Will and DuPage Counties, Illinois (hereinafter referred to as the “Village”), and TEF Weher L.L.C, an Illinois limited liability company (hereinafter referred to as the “Owner”).

WITNESSETH:

WHEREAS, Owner is the owner of the property legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the “Subject Property”), which Subject Property is subject to this Annexation Agreement; and

WHEREAS, a portion of the Subject Property is located within the boundaries of the Village (hereinafter referred to as the “Incorporated Property”), which Incorporated Property is legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, a portion of the Subject Property is currently located within unincorporated Will County (hereinafter referred to as the “Unincorporated Property”), which Unincorporated Property is legally described in Exhibit C attached hereto and made a part hereof; and

WHEREAS, on December 20, 2019, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, Owner submitted a Petition for Annexation to the Village to have the Village annex into its corporate limits the Unincorporated Property contingent upon the Village and Owner entering into an annexation agreement; and

WHEREAS, the Unincorporated Property is presently contiguous to the Village, and none of the Unincorporated Property is presently within the corporate limits of any other municipality; and

{00115668.6}
WHEREAS, the parties wish to enter into a binding agreement with respect to said annexation, zoning and development, and to other related matters, pursuant to the provisions of Division 15.1 of Article Eleven of Chapter 65 of the Illinois Compiled Statutes, upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearings as required by law have been held by the different departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations, or both, required of them; and

WHEREAS, the annexation of the Unincorporated Property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the Village, will permit the sound planning and development of the Village, and will otherwise promote the proper growth and general welfare of the Village; and

WHEREAS, the Village, by a favorable vote of at least two-thirds (2/3) of the corporate authorities then holding office, have adopted an ordinance authorizing the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. Owner has filed with the Village Clerk of the Village a duly executed petition, pursuant to and in accordance with the provisions of Section 5/7-1-8 of Chapter 65, Illinois Compiled Statutes, to annex the Unincorporated Property to the Village. It is expressly understood and agreed, however, that the action of the Village with respect to said petition of Owner for the annexation of the Unincorporated Property shall be, and hereby is, made expressly contingent upon the Unincorporated Property being legally contiguous to the Village at the time of said annexation.

2. Immediately after the approval and execution of this Annexation Agreement, the
Village hereby agrees to annex the Unincorporated Property upon the terms and conditions of this Agreement, and the parties respectively agree to do all things necessary and appropriate to cause the Unincorporated Property to be duly and validly annexed to the Village.

3. Concurrent with the annexation of the Unincorporated Property, the Village hereby agrees to adopt the necessary ordinances to:

(a) zone the Subject Property into the Village’s I-1 Limited Industrial District; and

(b) grant Owner, without conditions the following special use permits for the Subject Property:

(i) a special use permit for a planned development, which planned development shall provide that (a) any use listed in the Zoning Ordinance as a permitted use in the B-1 Local Retail District or the B-2 Community Retail District, including, without limitations, restaurant uses, as the same may be amended from time to time, shall be a permitted use on the Subject Property; and (b) any use listed in the Zoning Ordinance as a special use in the B-1 Local Retail District or the B-2 Community Retail District, including, without limitation, drive-through and carry-out restaurant and drive-through window lane uses, as the same may be amended from time to time, shall be allowed on the Subject Property upon satisfying the applicable procedures for approval of a special use permit; and

(ii) a special use permit to use all or a portion of the Subject Property for a gas station, with diesel service and a convenience store.
4.

(a) Provided that Owner or a tenant of the Subject Property satisfies all of the requirements to obtain a liquor license set forth in the Village Code, the Village shall issue Owner or a tenant of the Subject Property a liquor license to permit the retail sale of packaged liquor from the Subject Property for consumption off-premises. Owner acknowledges that the Village may, but shall have no obligation to, issue a liquor license to a stand-alone gas station that may be constructed on the Property.

(b) Provided that a restaurant or a drive-through and carry-out restaurant is developed on the Subject Property, and the restaurant or a drive-through and carry-out restaurant satisfies all of the requirements to obtain a liquor license set forth in the Village Code, the Village shall issue the restaurant or drive-through and carry-out restaurant the class of liquor license applied for to permit on-premises consumption of alcohol on the Subject Property. Nothing in this Section 4(b) shall require the Village to issue a restaurant or a drive-through and carry-out restaurant a liquor license to permit liquor sales solely for off-premises consumption.

5. Owners agree that all development and construction on the Subject Property shall comply in all respects with the provisions in the Building, Plumbing, Electrical, and Fire Prevention Codes of the Village and all other germane codes and ordinances of the Village in effect on the date that an application for a building permit for such development or construction is filed. Notwithstanding anything to contrary contained herein, the Village and Owner further agree that the Subject Property will be subject to the Zoning Ordinance as it is adopted on the Effective Date,
and Owner shall not be bound by amendments to the Zoning Ordinance made after the Effective Date so long as this Agreement remains in effect.

6. The Village agrees that Owner shall not be subject to any otherwise applicable annexation or recapture fees or charges, or donations of land or cash in lieu of land, that may otherwise be due and payable to the Village or other local public bodies, such as, without limitation, the school districts and park districts that serve or will serve the Subject Property, under the Bolingbrook Development Code (Section 30-407), the Zoning Ordinance, or the Village of Bolingbrook Municipal Code. Nothing in this Section 6 shall relieve Owner from paying any applicable impact fees that may be required by the Bolingbrook Development Code or the Village of Bolingbrook Municipal Code and in effect at the time that Owner develops residential units on the Subject Property.

7. The Village acknowledges and agrees that Owner has requested the Village to adopt, so long as the Subject Property is eligible, all ordinances necessary to establish a “Redevelopment Project Area” in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/ Il-74.4-1 et seq. (hereinafter referred to as the “TIF Act”) to facilitate the development of the Subject Property. Owner agrees to pay for an eligibility study to determine whether the Subject Property qualifies to be within a Redevelopment Project Area (hereinafter referred to as the “Study Costs”). In the event that the eligibility study finds that the Subject Property qualifies to be within a Redevelopment Project Area, but the Village fails to form a TIF District by April 1, 2021, the Village shall reimburse Owner for the Study Costs. So long as the Subject Property is eligible to be placed in a Redevelopment Project Area in accordance with the TIF Act, the Village shall conduct public hearings, convene a joint review board and provide such other notices and take such actions with regard to such request as are required by the TIF Act.
“TIF Formation Process”), and consider the following ordinances to effectuate the redevelopment of the Subject Property in accordance with the TIF Act (collectively, the “TIF Ordinances”): (a) an ordinance approving a Redevelopment Plan for the TIF Area (the “Redevelopment Plan”) (b) an ordinance designating the Subject Property as a “Redevelopment Project Area” pursuant to (and as defined in) the TIF Act; and (c) an ordinance adopting Tax Increment Allocation Financing for the Redevelopment Project Area. At the conclusion of the TIF Formation Process the Village shall consider whether, in the sole discretion of the Village, it is in the best interest of the Village to adopt the TIF Ordinances and enter into a Redevelopment Agreement (the “RDA”) with Owner. The Village acknowledges that Owner is entering this Agreement in reliance on the Village’s commitment to consider the allocation of tax increment financing. Within 90 days after adoption of the TIF Ordinances by the corporate authorities of the Village (the “RDA Negotiation Period”), the Village and Owner shall use all commercially reasonable efforts to negotiate and execute an RDA in a form and containing provisions mutually acceptable to both Owner and the Village, which RDA shall provide, at a minimum, for (x) reimbursement of Owner for the Study Costs, (y) reimbursement of Owner for costs to connect to utilities not provided by the Village, and (z) reimbursement of the Village’s costs to connect the Property to Village utilities pursuant to Section 8 of this Agreement. If the Village does not adopt the TIF Ordinances by April 1, 2021, or the Village and Owner do not enter into the RDA in accordance with the terms of this Agreement by the expiration of the RDA Negotiation Period, Owner shall be permitted to take any and all necessary actions to disconnect the Subject Property from the Village pursuant to the provisions of 65 ILCS 5/7-3-1, et seq., as amended, and the Village shall cooperate with Owner to effect such disconnection. It is understood by the parties that Owner shall have no continuing affirmative obligations under this Agreement in the event the Subject Property is disconnected from the
Village as set forth herein.

8. The Village, at no cost to Owner, shall connect the Subject Property to all Village utilities within six months after the date on which the Unincorporated Property is annexed to the Village. In the event that Owner needs to obtain any utility easements from neighboring or nearby property owners to connect to non-Village utilities, the Village will assist Owner in obtaining such easements.

9. Within three months after the date on which the Unincorporated Property is annexed to the Village, the Village will take all steps necessary to adopt an ordinance providing a 50 percent rebate to Owner or a tenant of Owner on funds received by the Village from any home rule and non-home rule retailers’ occupation tax, food and beverage tax, or any other sales or use tax, imposed on the sale of any products or services in excess of $750,000 in total aggregate sales from the Subject Property per year. Any and all rebates shall continue for a period of 20 years beginning on the date Owner or a tenant of Owner is issued a certificate of occupancy for a building or premises developed on the Subject Property that is intended to generate retailers’ occupation tax, food and beverage tax, or any other sales or use tax.

10. The Village acknowledges that Owner does not have access to Weber Road, the Subject Property is currently landlocked and without access to any roadway, and the Illinois Department of Transportation previously committed to allowing access to the Subject Property from Weber Road. The Village agrees that, in the event that Owner pursues a negotiation with or litigation against, Will County or the Illinois Department of Transportation for cutting off and refusing to provide roadway access to the Subject Property, the Village will cooperate, support, and assist Owner with such negotiation or litigation, provided such cooperation does not require the Village to incur third-party expenses.
(a) The parties acknowledge that there is an existing frontage road owned by the State of Illinois running through the Subject Property connecting Remington Road and Weber Road ("Frontage Road"). The Village previously agreed, and hereby renews its agreement, to obtain a jurisdictional transfer of the Frontage Road from the State to the Village, and grant Owner a perpetual easement to demolish the Frontage Road infrastructure, and to permit Owner to use that portion of the Frontage Road lying within the Subject Property for any uses allowed on the Subject Property pursuant to Section 3 of this Agreement. The Village further agrees that it will take all steps necessary to obtain fee title to that portion of the Frontage Road lying within the Subject Property from the State pursuant to an intergovernmental agreement and subsequently vacate or otherwise convey title of that portion of the Frontage Road lying within the Subject Property to the Owner pursuant to State statute.

(b) In the event that the Village is unable to obtain fee title to that portion of the Frontage Road from the State and subsequently vacate or otherwise convey title of that portion of the Frontage Road lying within the Subject Property to the Owner pursuant Section 11(a) of this Agreement, the Village agrees to maintain, at its sole cost and expense, the portion of the frontage road that lies between Weber Road and eastern-most portion of the Incorporated Property to permit both the Incorporated Property and Unincorporated Property access to the Frontage Road and will approve curb-cuts on both
the Incorporated Property and Unincorporated Property to allow for such access.

(c) In the event that Owner does not have permission to install curb-cuts and have access to both the Incorporated Property and Unincorporated Property from either the Frontage Road or Weber Road by April 1, 2021, Owner may disconnect the Subject Property from the Village.

(d) Due to safety concerns related to truck traffic, the Village further agrees to: (i) extend the Frontage Road to Remington Road at the Village’s cost; (ii) maintain in good repair such extension, at the Village’s cost; and (iii) to keep the extension open for public use.

12. In the event that the Village is unable to obtain fee title to that portion of the Frontage Road from the State and subsequently vacate or otherwise convey title of that portion of the Frontage Road lying within the Subject Property to the Owner pursuant Section 11(a) of this Agreement, the Village agrees that:

   (a) Owner may use the Incorporated Property for parking to serve the Unincorporated Property, and such parking shall be considered for all purposes under Bolingbrook Development Code (Section 30 407), the Zoning Ordinance, and the Village of Bolingbrook Municipal Code as on-site parking for the Unincorporated Property; and

   (b) Owner shall be permitted to construct parking areas, buildings, and other improvements along the Frontage Road on both the Incorporated Property and Unincorporated Property with no setbacks required along Frontage Road.
13. The Village acknowledges that the Owner is bound by a March 29, 2006 Development Agreement with Carlow North LLC, pursuant to which an existing detention pond must be expanded and maintained ("Detention Pond Obligation.") The Village agrees to cooperate, and not hinder Owner, in satisfying the Detention Pond Obligation, and that the costs related to the Detention Pond Obligation shall be eligible, to the extent permitted by law, for reimbursement from the tax increment generated pursuant to the TIF Ordinances.

14. This Agreement shall inure to the benefit of, and be binding upon, the successors in title of Owner, and each of them, their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and, as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of Owner, and each of them, and, as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Will County, Illinois.

15. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that Owner shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Agreement. The Village reserves the right to maintain an action to recover damages or any sums which Owners have agreed to pay pursuant to this Agreement and which have become due and remained unpaid.

16. This Agreement shall expire 20 years after the Effective Date.
17. The agreements contained herein shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property or any part thereof to the Village.

18. The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

19. Notices or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village: Village of Bolingbrook
375 West Briarcliff Road
Bolingbrook, Illinois 60440

If to Owner: TEF Weber LLC
8601 W. Bryn Mawr, Suite 112
Chicago, IL 60631
Attn: Jonathan Berger

with a copy to: Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attn: Steven M. Elrod

or to such other address as any party may from time to time designate in a written notice to the other party.

20. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word, or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

**TEF Weber LLC**, an Illinois limited liability company

By: ____________________________

Its: ____________________________

**VILLAGE OF BOLINGBROOK**

By: ____________________________

Its: Mayor

ATTEST:

______________________________
Village Clerk
EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD MERIDIAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST OF THE EAST LINE OF SAID SOUTHEAST 114, A DISTANCE OF 753.75 FEET; THENCE SOUTH 88 DEGREES, 42 MINUTES, 01 SECOND WEST, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A LINE 65.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST ON SAID PARALLEL LINE, A DISTANCE OF 49.00 FEET; THENCE SOUTH 07 DEGREES, 13 MINUTES, 52 SECONDS WEST, A DISTANCE OF 202.24 FEET; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 244.47 FEET; THENCE SOUTH 57 DEGREES, 19 MINUTES, 23 SECONDS WEST, A DISTANCE OF 254.63 FEET; THENCE SOUTH 60 DEGREES, 42 MINUTES, 01 SECOND WEST, A DISTANCE OF 278.87 FEET; THENCE NORTH 08 DEGREES, 01 MINUTE, 07 SECONDS EAST, A DISTANCE OF 591.80 FEET TO A POINT ON A 242-FOOT RADIUS CURVE, THE CENTER OF SAID CIRCLE BEARS SOUTH 80 DEGREES, 49 MINUTES, 10 SECONDS EAST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 335.87 FEET; THENCE NORTH 88 DEGREES, 42 MINUTES, 01 SECOND EAST ALONG A TANGENT LINE TO THE PREVIOUSLY DESCRIBED CURVE, A DISTANCE OF 134.84 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN: 12-02-30-400-003-0000

PARCEL 2:

THAT PART OF LOT 4 CARLOW CORPORATE CENTER SOUTH UNIT 1, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 30 TOWNSHIP 37 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 2001, AS DOCUMENT 2001-104725, LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 88 DEGREES, 14 MINUTES, 38 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 189.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE, 45 MINUTES, 22 SECONDS EAST, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 470.06 FEET; THENCE SOUTH 06 DEGREES, 49 MINUTES, 15 SECONDS WEST, A DISTANCE OF 303.30 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID LOT 4, SAID POINT

{00115668.6}
IS 5.05 FEET WEST OF THE SOUTHEAST CORNER OF LOT 4 (AS MEASURED ALONG SAID SOUTH LINE), IN WILL COUNTY, ILLINOIS.

PIN: 12-02-30-403-005-0000
EXHIBIT B

LEGAL DESCRIPTION OF THE INCORPORATED PROPERTY

THAT PART OF LOT 4 CARLOW CORPORATE CENTER SOUTH UNIT 1, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 30 TOWNSHIP 37 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 2001, AS DOCUMENT 2001 10 1725, LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 88 DEGREES, 14 MINUTES, 38 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 189.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE, 45 MINUTES, 22 SECONDS EAST, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 470.06 FEET; THENCE SOUTH 06 DEGREES, 49 MINUTES, 15 SECONDS WEST, A DISTANCE OF 303.30 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID LOT 4, SAID POINT IS 5.05 FEET WEST OF THE SOUTHEAST CORNER OF LOT 4 (AS MEASURED ALONG SAID SOUTH LINE), IN WILL COUNTY, ILLINOIS.

PIN: 12-02-30-403-006-0000
EXHIBIT C

LEGAL DESCRIPTION OF THE UNINCORPORATED PROPERTY

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD MERIDIAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST OF THE EAST LINE OF SAID SOUTHEAST 114, A DISTANCE OF 753.75 FEET; THENCE SOUTH 88 DEGREES, 42 MINUTES, 01 SECOND WEST, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A LINE 65.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST ON SAID PARALLEL LINE, A DISTANCE OF 49.00 FEET; THENCE SOUTH 07 DEGREES, 13 MINUTES, 52 SECONDS WEST, A DISTANCE OF 202.24 FEET; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 244.47 FEET; THENCE SOUTH 57 DEGREES, 19 MINUTES, 23 SECONDS WEST, A DISTANCE OF 254.63 FEET; THENCE SOUTH 60 DEGREES, 42 MINUTES, 01 SECOND WEST, A DISTANCE OF 278.87 FEET; THENCE NORTH 08 DEGREES, 01 MINUTE, 07 SECONDS EAST, A DISTANCE OF 591.80 FEET TO A POINT ON A 242-FOOT RADIUS CURVE, THE CENTER OF SAID CIRCLE BEARS SOUTH 80 DEGREES, 49 MINUTES, 10 SECONDS EAST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 335.87 FEET; THENCE NORTH 88 DEGREES, 42 MINUTES, 01 SECOND EAST ALONG A TANGENT LINE TO THE PREVIOUSLY DESCRIBED CURVE, A DISTANCE OF 134.84 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN: 12-02-30-400-003-0000
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

ANNEXING CERTAIN TERRITORY TO THE VILLAGE FOR TEF WEBER PROPERTY
(SUBJECT TO ATTORNEY AND MAYOR APPROVAL)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

P.I.N. #: 12-02-30-400-003-0000

PREPARED BY & MAIL TO:

VILLAGE CLERKS OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE NO. 20-

ANNEXING CERTAIN TERRITORY TO THE VILLAGE FOR TEF WEBER PROPERTY

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to 65 ILCS 5/7-1-8, a petition was filed by TEF Weber, LLC, the Owner (identified hereinafter as the “Owner”), for annexation to the Village of Bolingbrook of the following described property:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD MERIDIAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST OF THE EAST LINE OF SAID SOUTHEAST 114, A DISTANCE OF 753.75 FEET; THENCE SOUTH 88 DEGREES, 42 MINUTES, 01 SECOND WEST, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A LINE 65.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST ¼; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST ON SAID PARALLEL LINE, A DISTANCE OF A 49.00 FEET; THENCE SOUTH 07 DEGREES, 13 MINUTES, 52 SECONDS WEST, A DISTANCE OF 202.24 FEET; THENCE SOUTH 01 DEGREE, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 244.47 FEET; THENCE SOUTH 57 DEGREES, 19 MINUTES, 23 SECONDS WEST, A DISTANCE OF 254.63 FEET; THENCE SOUTH 60 DEGREES, 42 MINUTES, 01 SECOND WEST, A DISTANCE OF 278.87 FEET; THENCE NORTH 03 DEGREES, 01 MINUTE, 07 SECONDS EAST, A DISTANCE OF 591.80 FEET TO A POINT ON A 242-FOOT RADIUS CURVE, THE CENTER OF SAID CIRCLE BEARS SOUTH 80 DEGREES, 49 MINUTES, 10 SECONDS FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE 335.87 FEET; THENCE NORTH 88 DEGREES, 42 MINUTES, 01 SECOND EAST ALONG A TANGENT LINE TO THE PREVIOUSLY DESCRIBED CURVE, A DISTANCE OF 134.84 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN: 12-02-30-400-003-0000

(hereinafter referred to as the “Subject Property”); and

WHEREAS, there are no electors residing on the Subject Property; and
WHEREAS, the Subject Property is not within the corporate limits of any municipality but is contiguous to the Village of Bolingbrook; and

WHEREAS, legal notices regarding the intention to the Village to annex the Subject Property have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Deeds of Will County, Illinois; and

WHEREAS, the Owner and the Village have entered into a valid and binding annexation agreement relating to the Subject Property; and

WHEREAS, all public hearings, submissions and other legal requirements have been accomplished in full compliance with the terms of said annexation agreement and with statutes of the State of Illinois and the ordinances of the Village of Bolingbrook; and

WHEREAS, the Mayor and Board of Trustees believe and hereby declare it to be in the best interests of the Village that the Subject Property be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, in the exercise of its statutory and home rule powers, as follows:

SECTION ONE. The Mayor and Board of Trustees find as facts the recitals hereinabove set forth.

SECTION TWO. The Subject Property, being indicated on an accurate map of the annexed territory, which is attached hereto as Exhibit 1 (Plat of Annexation) and made a part hereof, is hereby annexed to the Village of Bolingbrook.

SECTION THREE. That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk of Will County a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to said Ordinance. Notice of the annexation shall further be provided to the appropriate election authorities and post office branches serving the Subject Property.

ADOPTED THIS ___ DAY OF JULY, 2020.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS ___ DAY OF JULY, 2020.
ATTEST:

Mayor

Village Clerk

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY _____, 2020.
VILLAGE OF BOLINGBROOK
PLANNING COMMISSION
STAFF REPORT FROM
MATT EASTMAN
PLANNING & ZONING ADMINISTRATOR

PROJECT NO.: 412.20
DATE: July 15, 2020

GENERAL INFORMATION
APPLICANT: Benjamin Schuster, Elrod Friedman, LLC
OWNER: TBF Weber, LLC

REQUESTED ACTION:
Approval of a Rezoning from E-R Estate Residence to I-1 Limited Industrial and a Special Use Permit for a Planned Development

PURPOSE:
To rezone two existing lots of record.

LOCATION:
Southwest corner of South West Frontage Road and Weber Road

PIN NUMBER(S):
12-02-30-400-003-0000 & 12-02-30-403-006-0000

TOTAL SIZE OF PARCELS:
6.49 acres

ADJACENT ZONING & LAND USE:
NORTH: I-1 Limited Industrial / Existing office/distribution center
EAST: P-B Planned Business / Circle K & Cracker Barrel (Village of Romeoville)
SOUTH: I-55
WEST: I-1 Limited Industrial / Existing office/distribution center

ANALYSIS:
- The applicant is seeking approval of a rezoning for the above-referenced property from E-R Estate Residence to I-1 Limited Industrial, which is part of a petition to annex.
- Whenever a property is annexed into the Village it is initially classified E-R Estate Residence necessitating a rezoning to a more appropriate zone. In this instance, the appropriate classification is I-1 Limited Industrial since most of the surrounding properties are so zoned.
- The applicant is also seeking a Special Use Permit in order to allow a (i) Planned Development, which shall provide that (a) any use listed in the Zoning Ordinance as a permitted use in the B-1 Local Retail District or the B-2 Community Retail District, as the same may be amended from time to time, shall be a permitted use on the Property; and (b) any use listed in the Zoning Ordinance as a Special Use Permit in the B-1 Local Retail District or the B-2 Community Retail District, as same may be amended from time to time, shall be allowed on the Property upon satisfying the applicable procedures for approval of a Special Use Permit; (ii) a Special Use Permit to use a portion or all of the Subject Property for a gas station, including diesel service, with a convenience store,
subject to site plan review; and (iii) any other zoning relief as may be necessary to fully grant the application, subject to the approval of the annexation and annexation agreement.

RECOMMENDATION:
Staff recommends approval of a Rezoning from E-R Estate Residence to I-1 Limited Industrial for the property located at the southwest corner of South West Frontage Road and Weber Road, commonly known as the TEF Weber Property, subject to the approval of the annexation and annexation agreement.

Staff further recommends approval of a Special Use Permit for a Planned Development to allow all the B-1 Local Retail District and B-2 Community Retail District permitted uses within the I-1 Limited Industrial District, including a gas station and convenience store, subject to the approval of the annexation and annexation agreement.
RECOMMENDATION OF THE BOLINGBROOK PLAN COMMISSION REGARDING A REZONING FROM E-R ESTATE RESIDENCE TO I-1 LIMITED INDUSTRIAL AND A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT FOR THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF SOUTH WEST FRONTAGE ROAD AND WEBER ROAD, COMMONLY KNOWN AS THE TEF WEBER PROPERTY

Meeting Date: July 15, 2020

Having duly noticed and held a public hearing on July 15, 2020, with respect to approval of the application by Benjamin Schuster, Elrod Friedman, LLC, for a REZONING FROM E-R ESTATE RESIDENCE TO I-1 LIMITED INDUSTRIAL AND A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT, for the future development of the property currently located at the southwest corner of South West Frontage Road and Weber Road, Bolingbrook, Illinois, the Plan Commission finds that the proposed Rezoning MEETS the following standards set forth in the Zoning Ordinance:

(A) The proposed rezoning at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community; and

(B) The proposed rezoning will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare; and

(C) The proposed rezoning will not have a substantial adverse economic effect upon existing businesses in the vicinity and will not have an adverse impact upon the tax bases of units of local government and school districts; and

(D) The proposed rezoning will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations; and

The Plan Commission therefore recommends that the Rezoning from E-R Estate Residence to I-1 Limited Industrial be APPROVED, subject to the approval of the annexation and annexation agreement, which includes, but is not limited to all future Final Development Plans are subject to the review and approval from the Director of Public Services and Development.

The Plan Commission further recommends approval of a Special Use Permit for a Planned Development to allow all the B-1 Local Retail District and B-2 Community Retail District permitted uses within the I-1 Limited Industrial District, including a gas station and convenience store, subject to the approval of the annexation and annexation agreement.

Approved by the Plan Commission July 15, 2020.

Ayes: 5
Nays: 0
Absent: 4
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

APPROVING REZONING FOR PROPERTY COMMONLY KNOWN AS TEF WEBER PROPERTY
SUBJECT TO ATTORNEY AND MAYOR APPROVAL

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

P.I.N. #s: 12-02-30-400-003-0000 & 12-02-30-403-006-0000

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
ORDINANCE NO. 20-

APPROVING REZONING FOR PROPERTY COMMONLY KNOWN AS THE TEF WEBER PROPERTY

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, TEF Weber, the Owner (identified hereinafter as the “Owner”), of the property consisting of +/-6.49 acres and commonly known as the TEF Weber Property, which is legally described as follows:

PINS: 12-02-30-400-003-0000 and 12-02-30-403-006-0000

(hereinafter referred to as the “Subject Property”); and

WHEREAS, Benjamin Schuster, Elrod Friedman LLC, (identified hereinafter as the “Applicant”) has applied for approval of rezoning of the Subject Property which would rezone the Subject Property from E-R Estate Residence to I-1 Limited Industrial and a Special Use Permit for a Planned Development and seeks approval to allow the uses permitted within the B-1 Local Retail District and B-2 Community retail District to be permitted within the I-1 Limited Industrial District, including a gas station and convenience store, which is part of the petition to annex; and

WHEREAS the Plan Commission duly called, noticed and held a public hearing on July 15, 2020, relating to said application; and

WHEREAS the Mayor and Board of Trustees (Corporate Authorities) believe and hereby declare that it is in the best interests of the Village and its residents to approve the rezoning as set forth herein below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, in the exercise of its statutory and home rule powers, as follows:

SECTION ONE. The Mayor and Board of Trustees find as facts the recitals hereinabove set forth.

SECTION TWO. The Subject Property is hereby rezoned to I-1 Limited Industrial and a Special Use Permit for a Planned Development, subject to the approval of the annexation and proposed annexation agreement by the corporate authorities of the Village.
1. All future Final Development Plans are subject to the review and approval from the Director of Public Services and Development.

SECTION THREE. All the uses permitted within the B-1 Local Retail District and the B-2 Community Retail District to be are hereby permitted In the I-1 Limited Industrial District, including a gas station and convenience store, subject to the approval of the annexation and proposed annexation agreement by the corporate authorities of the Village.

SECTION FOUR. The Plan Commission findings with respect to the rezoning of the Subject Property in their report of July 15, 2020, attached hereto, are hereby adopted.

SECTION FIVE. The Village Clerk is hereby authorized to note the R-5 Single Family Residence designation made by this Ordinance upon the official zoning map of the Village.

SECTION SIX. All ordinances or parts of ordinances conflicting with any provisions of this Ordinance shall be and the same is hereby repealed.

SECTION SEVEN. Subject to the provisions of Section Two, this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED THIS ____TH DAY OF JULY 2020.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS ____TH DAY OF JULY 2020.

___________________________________________
Mayor

___________________________________________
Village Clerk

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY _____, 2020.
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

ANNEXING CERTAIN TERRITORY TO THE VILLAGE FOR +/- 43.3 ACRES

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

P.I.N. #: 06-03-01-100-008-0000

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE NO. 20-

ANNEXING CERTAIN TERRITORY TO THE VILLAGE FOR +/- 43.3 ACRES

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to 65 ILCS 5/7-1-8, a petition was filed by the Village of Bolingbrook, the Owner (identified hereinafter as the “Owner”), for annexation to the Village of Bolingbrook of the following described property:

AREA SOUTH AND EAST OF INTERSTATE, THAT PORTION OF THE WEST 1/2; OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY AND EASTERLY OF THE SOUTHERLY AND EASTERLY LINES OF ILLINOIS ROUTE 126 AND F.A.1 ROUTE NO. 55 AS NOW LOCATED, ALL IN WILL COUNTY, ILLINOIS.

AND ALSO;

AREA WEST AND SOUTH OF INTERSTATE, THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 9, EAST THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY AND SOUTHERLY OF THE SOUTHERLY LINE OF ILLINOIS ROUTE 126 AND THE WESTERLY LINE F.A.1 ROUTE NO. 55 AS BOTH HIGHWAYS ARE NOW LOCATED, ALL IN WILL COUNTY, ILLINOIS.

AND ALSO;

A PART OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS A STRIP OF LAND ON THE EAST LINE OF SAID SECTION 2, 1.1 CHAINS WIDE EXTENDING THE SAME WIDTH FROM THE SOUTHERLY LINE OF THE PLAINFIELD AND CHICAGO ROAD, SOUTH OF THE HALF SECTION LINE OF SAID SECTION 2, ALL IN WILL COUNTY, ILLINOIS

PIN: 06-03-01-100-008-0000

(hereinafter referred to as the “Subject Property”); and

WHEREAS, there are no electors residing on the Subject Property; and

WHEREAS, the Subject Property is not within the corporate limits of any municipality but is contiguous to the Village of Bolingbrook; and
WHEREAS, legal notices regarding the intention to the Village to annex the Subject Property have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Deeds of Will County, Illinois; and

WHEREAS, all public hearings, submissions and other legal requirements have been accomplished in full compliance with the terms of said annexation agreement and with statutes of the State of Illinois and the ordinances of the Village of Bolingbrook; and

WHEREAS, the Mayor and Board of Trustees believe and hereby declare it to be in the best interests of the Village that the Subject Property be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, in the exercise of its statutory and home rule powers, as follows:

SECTION ONE. The Mayor and Board of Trustees find as facts the recitals hereinabove set forth.

SECTION TWO. The Subject Property, being indicated on an accurate map of the annexed territory, which is attached hereto as Exhibit 1 (Plat of Annexation) and made a part hereof, is hereby annexed to the Village of Bolingbrook.

SECTION THREE. That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk of Will County a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to said Ordinance. Notice of the annexation shall further be provided to the appropriate election authorities and post office branches serving the Subject Property.

ADOPTED THIS __ DAY OF JULY, 2020.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS __ DAY OF JULY, 2020.

______________________________
Mayor

ATTEST:
Village Clerk

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY _____, 2020.
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

APPROVING FIRST AMENDMENT TO ANNEXATION AGREEMENT
(MARY KELLEY, NORTHERN BUILDERS, INC)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

P.I.N. #: 12-02-30-100-010-0000, 12-02-30-100-011-0000
12-02-30-100-012-0000, 12-02-30-100-013-0000
12-02-30-100-014-0000, 12-02-30-101-001-0000
12-02-30-300-012-0000, 12-02-30-300-013-0000
12-02-30-301-001-0000, 12-02-30-301-002-0000
12-02-30-301-003-0000

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE NO. 20-

APPROVING FIRST AMENDMENT TO ANNEXATION AGREEMENT
(MARY KELLEY, NORTHERN BUILDERS, INC) SUBJECT TO ATTORNEY
APPROVAL

WHEREAS, on March 22, 2016, pursuant to Ordinance No. 16-027, the Village of
Bolingbrook ("Village") and Mary Kelley, Trustee of the Mary Kelley Trust Under
Agreement dated July 1, 1975 and known as Trust Number 1 (together with said trustee's
successors and assigns, referred to as the "Owner") entered into a certain annexation
agreement (the "Original Agreement") annexing the property legally described in
Ordinance 16-027; and

WHEREAS, the parties hereto wish to amend and modify the Original Agreement
in order to reflect the recent rezoning of the property from R-3 Single Family Residence
to I-1 Limited Industrial in the terms and conditions of the First Amendment to Annexation
Agreement attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, all public hearings in accordance with 65 ILCS 5/11-15.1 et seq. and
required laws have been held by the Village, and the requisite departments have
submitted various reports and recommendations, or both, required of them; and

WHEREAS, the Mayor and Board of Trustees find and hereby declare that it is in
the best interests of the Village and its residents to execute the First Amendment to
Annexation Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF
TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DUPAGE COUNTIES,
ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS AS FOLLOWS:

SECTION ONE. The recitals set forth hereinabove shall be and are hereby
adopted as findings of fact as if said recitals were fully set forth within this Section One.

SECTION TWO. The Mayor and the Board of Trustees hereby approve the First
Amendment to the Original Annexation Agreement attached hereto as Exhibit 1,
subject to village attorney approval, and the Mayor and Village Clerk shall be and
they are hereby authorized and directed to execute and attest said First Amendment
to Annexation Agreement in substantially the form attached hereto as Exhibit 1.

SECTION THREE. Any policy, resolution, ordinance or prior agreement relating to
the subject matter contained in this ordinance shall be, and it is hereby repealed to the
extent of such conflict and shall be of no further force and effect.
SECTION FOUR. This Ordinance shall be in full force and effect from and after its passage, by a vote of at least two-thirds of the corporate authorities now holding office, and approval in the manner provided by law.

ADOPTED THIS ___ DAY OF JULY, 2020.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS ___ DAY OF JULY, 2020.

_____________________________
Mayor

ATTEST:

_____________________________
Village Clerk

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY ____, 2020.
EXHIBIT 1
First Amendment to the Annexation Agreement
FIRST AMENDMENT TO
ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT (the “First Amendment”) is made the ___ day of July, 2020 by and between the VILLAGE OF BOLINGBROOK, an Illinois municipal corporation located in Will and DuPage Counties, Illinois (hereinafter referred to as the “Village”), and MARY A. KELLEY AS TRUSTEE OF THE MARY A. KELLEY TRUST UNDER TRUST AGREEMENT DATED JULY 1, 1975 AND KNOWN AS TRUST NUMBER 1 (hereinafter known as the “Owner”), and NORTHERN BUILDERS, INC., an Illinois corporation, and CARLOW WEST LLC, and Illinois limited liability company (collectively referred to as the “Developer”).

WITNESSETH:

WHEREAS, the Village, Owner, and Developer entered into an Annexation Agreement dated March 22, 2016 (the “Agreement”) for the property legally described and depicted on the Plat of Annexation in Exhibit A of the Agreement; and

WHEREAS, the Village, Owner, and Developer desire to amend the Agreement to modify and change the Zoning Plan set forth in Exhibit B of the Agreement and to modify and change the Industrial/Residential Site Plan in Exhibit C of the Agreement.

WHEREAS, all public hearings as required by law have been held by the different departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations, or both, required of them; and

WHEREAS, the annexation of the Subject Property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the Village, will permit the sound planning and development of the Village, and will otherwise promote the proper growth and general welfare of the Village; and

WHEREAS, the Village, by a favorable vote of at least two-thirds (2/3) of the corporate authorities then holding office, have adopted an ordinance authorizing the execution of this Agreement;

NOW THEREFORE, the Village, Owner, and Developer hereby agree as follows:

A. The Zoning Plan set forth in Exhibit B of the Agreement is hereby revoked and is hereby modified, changed, and amended to be the Zoning Plan set forth in Exhibit A of this First Amendment attached hereto and made a part hereof.
B. The Industrial/Residential Site Plan in Exhibit C of the Agreement is hereby revoked and is hereby modified, changed, and amended to be the Industrial/Residential Site Plan set forth in Exhibits B-1, B-2 and B-3 of this First Amendment attached hereto and made a part hereof.

C. Paragraphs 6.C (i), (ii), and (iii) of the Agreement are hereby revoked and are modified, changed, and amended to be as follows:

(i) A fifty (50) foot transition yard shall be necessary on the westerly portion of the Subject Property developed as industrial parcels. All setbacks for Industrial will be as required by Code, except for the westerly portion where there will be no setback required (that is, the west property line);

(ii) A fifty (50) foot transition yard shall be necessary on the easterly portion of the Subject Property developed as residential parcels. All setbacks for Residential will be as required by Code. The one hundred foot industrial/residential transition yard is depicted on Exhibit C-1. The Developer will construct a berm on the transition yard with associated landscaping in sections as the Industrial portion of the Subject Property, immediately adjacent to the Residential, is developed in increments of no less than 1,000 feet per section. The berm and landscaping will conform to Village requirements including a minimum 3:1 slope, and is generally depicted on Exhibits C-2 and C-3 with at least 8 foot tall evergreens and deciduous trees at the time of planting. As the berm approaches Rodeo Drive and transitions down to grade at a 3:1 slope, the berm will begin to flare out to the east and west (as opposed to an abrupt end) for aesthetic purposes. The berm and landscaping will be maintained by the Developer until an Association is formed for the Industrial property at which time the Industrial Association will maintain the berm. The entire berm must be constructed prior to any residential development being built. The berm and transition yard will be designated as an outlet at the time of platting;

(iii) The required minimum green space for each industrial building constructed on the Subject Property shall be a minimum of fifteen percent (15%), subject to all the required landscaping material being installed. The parties agree that the 50 foot portion of the adjacent transition yard shall be included in the industrial green space calculation.

D. Paragraph 7 of the Agreement is hereby revoked, modified, changed, and amended to be as follows:

7. The portion of the Subject Property being rezoned R-3, Residential, shall in all respects comply with all Municipal Codes in effect at the later of the time of platting or the application for a residential building permit. The R-3 Residential Property shall be subject to and part of the...
Homeowner’s Association and the terms and provisions of Covenants, Conditions and Restrictions of Records (“CCRs”) approved by the Village. The Residential Property shall comply in all respects with the following requirements:

A. the minimum lot size of 12,000 square feet;

B. the minimum square footage of a one story ranch shall be 2,400 square feet; a two story residence shall be 2,900 square feet above the first floor entry;

C. within sixty (60) days after occupancy each lot shall be landscaped with sod and a landscape package equal to ten percent (10%) of construction cost excluding sod (no grass seed permitted);

D. minimum three car garage (530 square feet);

E. the Annexation fee for each residence shall be prorated at the rate of $10,000 per acre payable upon plating.

All the CCRs, Bylaws and the Declaration shall be subject to Village review and approval prior to recording and in advance of any plat or building permit approval for the R-3 portion of the Property; and

F. all driveways and walkways to be constructed out of concrete, brick pavers, or block. No asphalt would be permitted.

E. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Annexation Agreement to be executed by their proper officers duly authorized to execute same on the date first written above.

(Signature Pages Follow)
OWNER:

MARY A. KELLEY as Trustee under Trust Agreement Dated July 1, 1975 and known as Trust 1

By: ______________________________________
    Mary A. Kelley as Trustee

DEVELOPER:

NORTHERN BUILDERS, INC., an Illinois corporation

By: ______________________________________
    Thomas D. Grusecki, President and CEO

CARLOW WEST LLC, an Illinois limited liability company

By: ______________________________________
    Thomas D. Grusecki, Manager

VILLAGE:

VILLAGE OF BOLINGBROOK

ATTEST:

By: ______________________________________
    Mayor

________________________________________
    Village Clerk

Purchase of MK Farm Property/First Amendment to Annexation Agreement 004 Clean
STATE OF ILLINOIS  

)                                                              

) SS.                                                            

COUNTY OF WILL                                         

)                                                              

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that Roger Claar and ____________, personally known to me to be the Village Mayor and Village Clerk, respectively, of the Village of Bolingbrook, Will County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that as such Mayor and Clerk, they signed and delivered the said instrument as such Mayor and Clerk of said Village and caused the corporate seal of said Village to be affixed thereto pursuant to authority given by the Corporate Authorities of said Village as their free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth.

**GIVEN** under my hand and notarial seal this ___ day of ______________, 2020.

__________________________________________

Notary Public

My Commission Expires: ______________________

Purchase of MJK Farms Property/Addendum to Amortization Agreement 004 Clean
STATE OF ILLINOIS )
 ) SS.
COUNTY OF COOK )

I, ______________________, a notary public in and for the County and State aforesaid, do hereby certify that Thomas D. Grusecki, personally known to me to be the President and CEO of Northern Builders, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Northern Builders, Inc., for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this _____ day of ____________, 2020.

__________________________________________
Notary Public

My Commission Expires: ________________
I, __________________, a notary public in and for the County and State aforesaid, do hereby certify that Thomas D. Grusecki, the Manager of Carlow West LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Carlow West LLC, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this ___ day of __________, 2020.

________________________________________
Notary Public

My Commission Expires: ____________________
STATE OF ILLINOIS

) SS.

COUNTY OF WILL

I, ____________________________, a notary public in and for the County and State aforesaid, do hereby certify that Mary A. Kelley, personally known to me to be the Trustee of the Mary A. Kelley Trust, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Mary A. Kelley, acting as Trustee under Trust Agreement dated July 1, 1975 and known as Trust Number 1 for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this _____ day of ______________, 2020.

_________________________________________
Notary Public

My Commission Expires: __________________________
EXHIBIT B-1

INDUSTRIAL/RESIDENTIAL SITE PLAN
EXHIBIT B-3
BERM CROSS SECTION
VILLAGE OF BOLINGBROOK
PLANNING COMMISSION
STAFF REPORT FROM
MATT EASTMAN
PLANNING & ZONING ADMINISTRATOR

PROJECT NO.: 431.15
DATE: July 15, 2020

GENERAL INFORMATION
APPLICANT: Tom Kenrich, Northern Builders, Inc.
OWNER(S): Mary A. Kelley & Carlow West LLC

REQUESTED ACTION:
Approval of a Rezoning from R-3 Single Family
Residence to I-1 Limited Industrial

PURPOSE:
To rezone a portion of existing lot of record.

LOCATION:
Southeast corner of Rodeo Drive and Kings Road

PIN NUMBER(S):
12-02-30-100-010-0000, 12-02-30-100-011-0000,
12-02-30-100-012-0000, 12-02-30-100-013-0000,
12-02-30-100-014-0000, 12-02-30-101-001-0000,
12-02-30-300-012-0000, 12-02-30-300-013-0000,
12-02-30-301-001-0000, 12-02-30-301-002-0000,
12-02-30-301-003-0000

SIZE OF PARCEL:
326.77 acres

ADJACENT ZONING & LAND USE:
NORTH: R-3 Single Family Residential and Unincorporated Will County/Southgate
Park, Somerset Estates Subdivision and Crossroads of Faith United
Methodist Church

EAST: I-1 Limited Industrial/Carlow Corporate Center, existing industrial buildings

SOUTH: I-1 Limited Industrial/Scholz Farm Subdivision, existing industrial buildings

WEST: R-3 Single Family Residential/America Estates and Bolingbrook Golf Club

ANALYSIS:
- The applicant is seeking approval of a rezoning for a portion of the above-referenced
  property from R-3 Single Family Residence to I-1 Limited Industrial, which is part of
  a petition to amend an existing Annexation Agreement.
- The Village Board of Trustees approved the original request for a Rezoning, as part of
  an Annexation and Annexation Agreement, for the subject site in March 2016.
- Per the attached exhibit(s), the applicant is proposing to rezone approximately 15.22
  acres of the overall 326.77-acre site from R-3 Single Family Residence to I-1 Limited
  Industrial, in order to develop the property as part of Carlow Corporate Center West.
Per the Annexation Agreement, a 100-foot industrial/residential transition yard as depicted on the attached exhibit would be required. The developer would construct a berm on the transition yard with associated landscaping, including a minimum 3:1 slope, with at least 8-foot tall evergreens and deciduous trees at the time of planting. The developer will maintain the berm and landscaping until an association is formed for the industrial property, at which time the industrial association will maintain the berm. The entire berm must be constructed prior to any residential development being built. The berm and transition yard will be designated as an outlot at the time of platting.

Per the Annexation Agreement, the Residential Property shall comply in all respects with the following requirements:

A. the minimum lot size of 12,000 square feet;
B. the minimum square footage of a one-story ranch shall be 2,400 square feet; a two story residence shall be 2,900 square feet above the first floor entry;
C. within sixty (60) days after occupancy each lot shall be landscaped with sod and a landscape package equal to ten percent (10%) of construction cost excluding sod (no grass seed permitted);
D. minimum three-car garage (530 square feet);
E. the Annexation fee for each residence shall be prorated at the rate of $10,000 per acre payable upon platting.
F. all driveways and walkways to be constructed out of concrete, brick pavers, or block. No asphalt would be permitted.

RECOMMENDATION:
Staff recommends approval of a Rezoning from R-3 Single Family Residence to I-1 Limited Industrial for a portion of the property located at the southeast corner of Rodeo Drive and Kings Road, subject to the approval of the first amendment to the annexation and annexation agreement.
RECOMMENDATION OF THE BOLINGBROOK PLAN COMMISSION REGARDING A REZONING FROM R-3 SINGLE FAMILY RESIDENCE TO I-1 LIMITED INDUSTRIAL FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF RODEO DRIVE AND KINGS ROAD, COMMONLY KNOWN AS THE MARY KELLEY FARM

Meeting Date: July 15, 2020

Having duly noticed and held a public hearing on July 15, 2020, with respect to approval of the application by Tom Kenrich, Northern Builders, Inc. for a REZONING FROM R-3 SINGLE FAMILY RESIDENCE TO I-1 LIMITED INDUSTRIAL, for the future development of the property currently located at the southeast corner of Rodeo Drive and Kings Road, Bolingbrook, Illinois, the Plan Commission finds that the proposed Rezoning MEETS the following standards set forth in the Zoning Ordinance:

(A) The proposed rezoning at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community; and

(B) The proposed rezoning will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare; and

(C) The proposed rezoning will not have a substantial adverse economic effect upon existing businesses in the vicinity and will not have an adverse impact upon the tax bases of units of local government and school districts; and

(D) The proposed rezoning will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations; and

The Plan Commission therefore recommends that the Rezoning from R-3 Single Family Residence to I-1 Limited Industrial be APPROVED, subject to the approval of the first amendment to the annexation and annexation agreement, which includes, but is not limited to, the following:

1. Upon subdivision of the Subject Property for residential uses, the developer and/or owner would be responsible to donate land or cash-in-lieu of land to the appropriate school and park district as provided in the Bolingbrook Development Code (Section 30-407).
2. All future Final Development Plans are subject to the review and approval from the Director of Public Services and Development.

Approved by the Plan Commission July 15, 2020.

Ayes: 4
Nays: 1
Absent: 4
PURCHASED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 20-

TITLED:

APPROVING REZONING FOR PROPERTY COMMONLY KNOWN AS THE MARY KELLEY FARM PROPERTY (NORTHERN BUILDERS, INC.)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

P.I.N. #s: 12-02-30-100-010-0000, 12-02-30-100-011-0000, 12-02-30-100-012-0000, 12-02-30-100-013-0000, 12-02-30-100-014-0000, 12-02-30-101-001-0000, 12-02-30-300-012-0000, 12-02-30-300-013-0000, 12-02-30-301-001-0000, 12-02-30-301 002 0000, 12-02-30-301-003-0000

PREPARED BY & MAIL TO:

VILLAGE CLERK'S OFFICE
VILLAGE OF BOLINGBROOK
375 W. BRIARCLIFF RD.
BOLINGBROOK, IL 60440
ORDINANCE NO. 20-

APPROVING REZONING FOR PROPERTY COMMONLY KNOWN AS THE MARY KELLEY FARM PROPERTY (NORTHERN BUILDERS, INC)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that: any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the property consists of +/- 326.77 acres and is commonly known as the Mary Kelley Farm Property, which have the following property index numbers, as follows:

P.I.N. #s: 12-02-30-10C-010-0000, 12-02-30-100-011-0000, 12-02-30-100-012-0000, 12-02-30-100-013-0000, 12-02-30-100-014-0000, 12-02-30-101-001-0000, 12-02-30-300-012-0000, 12-02-30-300-013-0000, 12-02-30-301-001-0000, 12-02-30-301-002-0000, 12-02-30-301-003-0000

(hereinafter referred to as the “Subject Property”); and

WHEREAS, Tom Kenrich, Northern Builders, Inc. (identified hereinafter as the “Applicant”) has applied for approval of rezoning of 15.22 acres of the Subject Property which would rezone the Subject Property from R-3 Single Family Residence to Residence I-1 Limited Industrial; and

WHEREAS, the Plan Commission duly called, noticed and held a public hearing on July 15, 2020, relating to said application; and

WHEREAS, the Mayor and Board of Trustees (Corporate Authorities) believe and hereby declare that it is in the best interests of the Village and its residents to approve the rezoning as set forth herein below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, in the exercise of its statutory and home rule powers, as follows:

SECTION ONE. The Mayor and Board of Trustees find as facts the recitals hereinabove set forth.

SECTION TWO. The 15.22 portion of the Subject Property is hereby rezoned to I-1 Limited Industrial, subject to the approval of the first amendment to the annexation and annexation agreement by the corporate authorities of the Village.
SECTION THREE. The Plan Commission findings with respect to the rezoning of the Subject Property in their report of July 15, 2020, attached hereto, are hereby adopted.

SECTION FOUR. The Village Clerk is hereby authorized to note the I-1 Limited Industrial designation made by this Ordinance upon the official zoning map of the Village.

SECTION FIVE. All ordinances or parts of ordinances conflicting with any provisions of this Ordinance shall be and the same is hereby repealed.

SECTION SIX. Subject to the provisions of Section Two, this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.


AYES:
NAYS:
ABSTENTIONS:
ABSENT:

APPROVED THIS ____ DAY OF JULY, 2020.

___________________________________________
Mayor

ATTEST:
___________________________________________
Village Clerk

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JULY _____, 2020.
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE NO. 19-
TITLED:

AMENDING CHAPTERS 2, 3, 13 AND 19 OF THE MUNICIPAL CODE REGARDING ADMINISTRATION OF THE EXECUTIVE DEPARTMENT

VILLAGE CLERK
VILLAGE OF BOLINGBROOK
ORDINANCE NO. 19-
ORDINANCE AMENDING CHAPTERS 2, 3, 13 AND 19 OF THE MUNICIPAL CODE REGARDING ADMINISTRATION OF THE EXECUTIVE DEPARTMENT

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality that has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Mayor and Board of Trustees believe and hereby declare that it is in the best interests of the Village to amend the provisions of the Municipal Code relating to administration of the Executive Department.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: Section 2-105 of Chapter 2, Article 1, of the Municipal Code of the Village of Bolingbrook shall be and is hereby amended in its entirety to read as follows:

Section 2-105. SALARY AND BENEFITS. The Mayor shall devote so much of his/her time to the duties of his/her office as a faithful and efficient discharge thereof may require.
(A) The annual salary of the Mayor shall be as follows within 30 days of certification of the canvas:

1. Thirty-five thousand ($35,000) following the April 6th, 2021 Consolidated Election and upon the commencement of the new term in office. Beginning May 1, 2022, and on every May 1st thereafter, the Mayor's salary shall be increased by the Consumer Price Index (CPI) as established by the U.S. Bureau of Labor Statistics for the prior calendar year, as a cost of living allowance.

(B) The Mayor's salary shall be specified annually in the Village budget and shall be due and payable biweekly, in equal installments and shall be subject to regular, applicable payroll deductions in accordance with the policies and procedures adopted for Village employees unless otherwise especially provided by Village ordinance.

(C) The Mayor shall maintain regular published office hours where the Mayor shall be physically present and available at Village Hall not less than ten (10) hours per week during the regular business hours of the Village. Attendance at Village Board Meetings, Village Committee meetings, and/or other official meetings of the Corporate Authorities shall not satisfy the Mayor's weekly office hour requirement. During regular office hours where the Mayor is physically present, the Mayor shall not be required to completely devote his/her time to individual employee and/or resident meetings, but shall devote such time for the purposes of the Village as the Mayor determines.

(D) If the Mayor fails to be physically present for the required ten (10) hours per week, the Mayor's Salary shall be reduced, pro-rata, based on the time physically spent at Village Hall pursuant to the above-subsection (C) and excluding appropriate vacation and necessary sick time.

SECTION THREE: Section 2-106 of Chapter 2, Article 1 of the Municipal Code of the Village of Bolingbrook shall be and is hereby amended in its entirety to read as follows:

Section 2-106. DEPUTY MAYOR – MAYOR PRO TEM.

A. The Mayor shall appoint one duly elected or appointed member of the Board of Trustees to serve as Deputy Mayor. The Deputy Mayor shall perform the duties and possess all rights and powers of the Mayor when the Mayor is unavailable.

B. The Deputy Mayor shall receive an additional amount equal to five percent (5%) of the annual salary due to a Village Trustee in a given year and to be paid in the same manner as any compensation paid for service as a Village Trustee.
SECTION FOUR: Section 2-202 of Chapter 2, Article 2, of the Municipal Code of the Village of Bolingbrook shall be and is hereby amended in its entirety to read as follows:

Section 2-202 OATH; COMPENSATION. The members of the Board of Trustees shall take the oath of office prescribed by statute and, for the term of Trustees who are elected and take office in or after April 2021, shall receive as compensation the sum of $16,625 per year, payable in equal installments according to the Village’s payroll policies and subject to applicable payroll deductions. Beginning on May 1, 2022 and on each May 1 thereafter, the annual salary of the Trustees shall be increased by the Consumer Price Index (CPI) as established by the U.S. Bureau of Labor Statistics, as a cost of living allowance, from the prior year’s annual salary.

SECTION FIVE: Section 2-301 of Chapter 2, Article 3, of the Municipal Code of the Village of Bolingbrook shall be and is hereby amended in its entirety to read as follows:

Section 2-301 ELECTION – TERM – OATH – BOND – SALARY. The Village Clerk shall be elected and shall take the oath of office prescribed by statute. The Village Clerk shall give a bond with sureties to be approved by the Board of Trustees conditioned upon the faithful performance of his/her duties in the sum of his/her salary or such higher sum as may be directed by the Board of Trustees or required by state statute.

(A) For the term of Village Clerk who is elected and takes office in or after April 2021, the Village Clerk shall receive $24,000.00 per year, payable in equal installments according to the Village’s payroll policies and subject to applicable payroll deductions. Beginning on April 1, 2022 and on each May 1st thereafter, the annual salary of the Village Clerk shall be increased by the Consumer Price Index (CPI) as established by the U.S. Bureau of Labor Statistics, as a cost of living allowance, from the prior year’s annual salary.

(B) The Village Clerk shall maintain regular published office hours where the Village Clerk shall be physically present and available at Village Hall not less than six (6) hours per week during the regular business hours of the Village. Attendance at Village Board Meetings, Village Committee meetings, and/or other official meetings of the Corporate Authorities shall not satisfy the Village Clerk’s weekly office hour requirement. During regular office hours where the Village Clerk is physically present, the Village Clerk shall not be required to completely devote his/her time to individual employee and/or resident meetings, but shall devote such time for the purposes of the Village as the Village Clerk determines.

(C) If the Village Clerk fails to be physically present for the required six (6) hours per week, the Village Clerk’s Salary shall be reduced, pro-rata, based on the time physically spent at Village Hall pursuant to the above-subsection (B) and excluding appropriate vacation and necessary sick time.
SECTION SIX: Section 3-201 of Chapter 3, Article 2, of the Municipal Code of the Village of Bolingbrook shall be and is hereby amended in its entirety to read as follows:

Section 3-201. VILLAGE ADMINISTRATOR. There is hereby created the Office of Village Administrator, an executive officer of the Village.

A. Village Administrator(s) shall be appointed by the Mayor, with the advice and consent of the Board of Trustees, for an indefinite term. The Village Administrator shall be appointed on the basis of his or her executive, administrative, and professional qualifications, with particular reference to his or her training and experience in and his or her knowledge of municipal administration. At the time of his or her appointment, the Village Administrator need not be a resident of the Village but shall reside in the Village within one (1) year of his or her appointment. The Village Administrator shall devote his or her full time to the duties of his or her office. During the absence or disability of the Village Administrator, the Mayor may appoint a qualified person to act as Village Administrator Pro Tem to temporarily perform the duties of Village Administrator. The Mayor may appoint a qualified person or persons to manage the affairs of the Village as provided herein and as determined to be necessary and proper. Village Administrator(s) shall receive such salary as determined and provided from time to time by the Mayor and Board of Trustees. Village Administrator(s) shall be entitled to all benefits given to Department Heads in the Village in accordance with such resolutions, ordinances, policies, or orders as may be adopted by the Mayor and Board of Trustees.

B. All references in this Municipal Code or in any other ordinance, resolution, document, policy or manual of the Village to “Mayor’s Representative”, “Village Manager” or “Chief-of-Staff” are hereby deleted, and the term “Village Administrator,” as used and provided herein, shall be substituted therefore. Any reference to “Village Administrator” shall be deemed to include all genders and shall incorporate both singular and plural usages.

C. The Village Administrator shall be chief administrative officer of the Village and shall be responsible to the Mayor and Village Board of Trustees for the efficient administration of all affairs of the Village and shall exercise management supervision over departments and over all real and personal property belonging to the Village. The Village Administrator shall have the following powers and duties:

1) To exercise control and supervision over all Village Departments and Divisions that may be created by the Board of Trustees, which includes the management and supervision of all departments, agencies, and offices of the Village to achieve goals, within available resources;
2) To enforce the laws and ordinances within the Village of Bolingbrook and to ensure that all franchises granted by, and all contracts with, the Village are faithfully kept and performed;

3) To recommend appointments and removals of Department Heads, subject to the concurrence of the Mayor and Board of Trustees;

4) To appoint, supervise, and, when necessary and in conjunction with Department Heads and the Village Attorney, remove employees of the Village, except as otherwise provided in State Law or this Code;

5) To oversee labor negotiations and collective bargaining agreements in consultation with Department Managers and the Village Attorney;

6) To recommend policies and to act in order to resolve employee grievances in consultation with the Village Attorney;

7) To attend all meetings of the Board of Trustees and, insofar as possible its committees, except when the Board of Trustees may be considering his or her removal. The Village Administrator shall have the right to take part in the discussion, to provide professional advice to the Village Board and Department Heads, and may make suggestions and/or recommendations to the Board of Trustees on any matter he or she may deem necessary and appropriate, but shall have no power to vote;

8) To advise the Mayor and Board of Trustees of the financial condition and future needs of the Village and to make such recommendations regarding financial matter as the Village Administrator deems appropriate, including development of a long-range financial plan;

9) To prepare and submit a preliminary annual Village budget and to administer and oversee the adopted budget of the Village;

10) To prepare and submit to the Board, after the close of each fiscal year, a complete report of the finances and activities of the Village for that year;

11) To prescribe the functions and duties of the officers and employees of the Village not otherwise prescribed by State Statute or this Code;

12) To provide communications regarding Village official plans, policies, and procedure to staff and to the general public;

13) To serve as a point of contact for economic development, economic incentives, and entitlements, and to coordinate growth opportunities and activities with the Mayor, Village Board, and Village Employees;

14) To act as the purchasing agent for all village offices and departments.
The administrator may delegate some or all of the duties as purchasing agent to another officer or employee provided that such delegation shall not relieve the Administrator of the responsibility for the proper control of those duties. The Village Administrator shall have the power to enter into agreements with contractors on any contract, agreement or change order, unless otherwise prohibited by law. The Village Administrator shall only have such authority where the total amount of said contract or agreement is $20,000.00 or less (or the cumulative amount for all change orders on a given project is $20,000.00 or less) and the item is either a) budgeted (generally or specifically) and used in the ordinary course of Village business or b) an emergency. The Village Administrator shall report to the board any such contract, agreement or change order entered into, within 30 days of execution of such contract, agreement or change orders. The Village Administrator shall have full authority to bind the Village of Bolingbrook up to said amounts, unless otherwise prohibited by law;

15) To recommend to the board of trustees for adoption such measures as the administrator may deem necessary or expedient;

16) To prepare studies, reports, and related information for decision-making purposes and to take other such action as may be deemed necessary and proper to effectuate the directives of the Mayor and Village Board and the efficient administration of Village business;

17) To perform such other duties as may be assigned;

18) To assume the ultimate responsibility for handling and following up inquiries and/or requests for public services from elected and/or appointed officials of the village as well as from the public at large. To evaluate the Village's responses to requests for public services and develop goals and strategies for year over year continuous improvement, and to develop provisions for public evaluation of the Village's typical response to their requests for public services; and

19) The Mayor and Board of Trustees expressly reserves the right to suspend or remove, at any time, any of the above listed powers from the Village Administrator that in their absolute discretion may be required from time to time. The right to appointment of any officers or other persons that is vested by Illinois Statute in the Mayor and/or Village Trustees is hereby reserved to the Mayor and Trustees and shall not be affected by the grant of powers delineated above. Any duties or rights not expressly delegated herein are reserved by the corporate authorities to the corporate authorities, without limitation. The Mayor and Board of Trustees further retain the discretion to separate, delegate, and designate the duties and responsibilities of the Office of Village Administrator as may be deemed necessary and proper.
D. The Village Administrator shall give a bond before entering upon the duties of his office in such sum as may be required by the Mayor and Board of Trustees, but the amount of such bond shall not be less than the amount which may be required from time to time by the statutes of the State of Illinois. The said bond shall be conditioned upon the faithful performance by the Village Administrator of his or her duties and shall be conditioned to indemnify the Village for any loss by reason of any neglect of duty or any act of the Village Administrator.

E. The Village Administrator may be removed from office by the Mayor with the consent of the Board of Trustees at any time, upon the following procedure being effectuated. The Mayor shall notify the Village Administrator that the Mayor intends to recommend to the Board of Trustees that said Village Administrator be removed from office. The Village Administrator then may, within 72 hours, demand written charges or a written statement of the reasons for removal, which the Mayor shall furnish to the Village Administrator within fifteen (15) days after the filing of such request. During this period, the Village Administrator may be suspended from office with or without pay. The Board of Trustees may act upon the Mayor's recommendation: a) At the expiration of said 72 hour period specified herein, if the Village Administrator has not demanded written charges or a written statement, or: b) After the submission by the Mayor of said written charges or a written statement if a demand has been made by said Village Administrator as specified herein. The action of the Mayor and Board of Trustees in removing the Village Administrator shall be final.

SECTION SEVEN: Section 13-102 of Chapter 13, Article 1, of the Municipal Code of the Village of Bolingbrook shall be and is hereby amended in its entirety to read as follows:

Section 13-102. LOCAL LIQUOR CONTROL COMMISSIONER. By State Statute the Mayor is hereby authorized and designated to be the Local Liquor Control Commissioner and shall be charged with the administration of the applicable provisions of the Illinois Liquor Control Act and the provisions of this Chapter 13, as well as such ordinances and resolutions relating to alcoholic liquor as may be enacted. The Local Liquor Control Commissioner may establish rules and regulations herewith to aid in the administration of this Chapter 13 and to effectuate the purposes established herein.

The Mayor may appoint a person or persons, or any committee or other agency, to assist him in the exercise of the powers and the performance of the duties provided for Local Liquor Control Commissioner.

There shall be no additional compensation or salary for the Liquor Control Commissioner. These duties shall be included in the duties of the Mayor.
SECTION EIGHT: Subsection (M) of Section 19-901 of Chapter 19, Article 9, of the Municipal Code of the Village of Bolingbrook shall be and is hereby in its entirety to read as follows:

(M) Tobacco Commissioner

The Mayor or his designee is hereby authorized and designated to be the Tobacco Commissioner and shall be charged with the administration of the applicable provisions of this Chapter 19 and of Chapter 9, Article 3, as well as such ordinances and resolutions relating to tobacco as may be enacted. The Tobacco Commissioner may establish rules and regulations herewith to aid in the administration of the applicable provisions of this Chapter 19 and to effectuate the purposes established herein.

There shall be no additional compensation or salary for the Tobacco Commissioner. These duties shall be included in those of the Mayor.

SECTION NINE: All other terms and conditions in Chapters 2, 3, 13 and 19 of the Municipal Code of the Village of Bolingbrook which are not specifically amended by this Ordinance are hereby ratified and affirmed and shall remain in full force and effect.

SECTION TEN: All ordinances or resolutions, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION ELEVEN: This ordinance shall take effect after its approval in the manner provided by law and shall be implemented effective upon the swearing-in of newly elected or re-elected Village officers following the April 6, 2021 Consolidated Election. The executive compensation set by Ordinance No. 04-127 shall remain in effect through April 12, 2021 and shall remain in effect for those officers whose terms terminate after 2021, after the expiration of which this Ordinance shall apply to all officers so elected.
ADOPTED THIS ____ day of ________ 2020

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

APPROVED THIS _____day of ________ 2020

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON _________, 2020.