ANYONE WISHING TO ADDRESS THE BOARD ON ANY OF THE FOLLOWING AGENDA ITEMS SHOULD CONTACT THE MAYOR PRIOR TO THE START OF TONIGHT'S MEETING AT 8:00 P.M. See "Citizen's Guide" on last page.

VILLAGE OF BOLINGBROOK

REGULAR MEETING

AGENDA FOR OCTOBER 8, 2019

ROGER C. CLAAR
Mayor

CAROL. S. PENNING
Village Clerk

JAMES S. BOAN
Village Attorney

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

PLEDGE OF ALLEGIANCE:

A. ROLL CALL:

B. APPROVAL OF MINUTES:
   1. Regular Meeting of September 24, 2019

C. APPROVAL OF AGENDA:

D. APPROVAL OF APPOINTMENTS – BOARDS AND COMMISSIONS:

E. REPORTS OF OFFICERS:
   1. Mayor
      a. Proclamations
         1. Citizens Against Abuse
         2. National Cyber Security Awareness Month
b. Commission Appointments/Reappointments

1. Bolingbrook Community Television (BCT)
   a. New Appointment
      ■ Colin Stuart – Commissioner

2. Civic & Cultural Affairs and Parade
   a. Reappointments
      ■ Joe Gross – Chair
      ■ Syed Rizwan Asghar – Commissioner
      ■ Eve Enos – Commissioner
      ■ Beth Girardier – Commissioner
      ■ TJ Girardier – Commissioner
      ■ Jamie Gwin – Commissioner
      ■ Kyle Jefferson – Commissioner
      ■ Aimie Love – Commissioner
      ■ Peggie McMilan – Commissioner
      ■ Charlotte Panella – Commissioner
      ■ Don Peterson – Commissioner
      ■ Vincent A. Scordato – Commissioner
      ■ Mary Wolak – Commissioner

3. Historic Preservation Committee
   a. Reappointments
      ■ Bill Kohl – Chair
      ■ Patricia Treadway – Vice-Chair
      ■ Kim Brown - Commissioner
      ■ Jeanette Ginocchio – Commissioner
      ■ Walter Marcis - Commissioner
      ■ Mary Zapflel - Commissioner

4. Information Technology
   a. Reappointments
      ■ Jerry Gynac – Chair
      ■ Gwendolyn Arrington - Commissioner
      ■ Anirduh “Rudy” Kapadia - Commissioner
      ■ Meredith Walker – Commissioner
      ■ Sean Walker - Commissioner
c. Presentations

1. Beautification Commission Home Landscape Awards for July 2019

2. Public Comments Regarding Items Before the Board this Evening

3. Staff
   a. Bill Approval
      1. Bill Listing A - $1,002,663.05
      2. Bill Listing B - $230,110.69
         Total $1,232,773.74

F. RESOLUTIONS

1. Resolution (19R-047) Approving Annual Renewal of MUNIS Software Licenses and Maintenance (Tyler Technologies, Inc.)
   - Annual license and software support renewal
   - Software consists of accounting, business license, utility billing CIS, general ledger and payroll modules
   - Cost is $97,401.15
   - $5,598.85 under budget of $103,000.00
   - The Finance Committee reviewed and recommends approval

G. ORDINANCES

1. Ordinance (19-075) Accepting conveyance of property from Elmhurst – Chicago Stone Company to the Village of Bolingbrook, subject to attorney approval
H. QUESTIONS FROM AUDIENCE/PRESS:**

I. TRUSTEES' COMMENTS AND REPORTS:

J. EXECUTIVE SESSION:

K. ADJOURNMENT:

Approval for Submission:

[Signature]

James S. Boan
Village Attorney
**CITIZEN'S GUIDE TO ADDRESSING THE VILLAGE BOARD**

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., September 24, 2019, in Bolingbrook, Illinois, by Mayor Roger C. Claar.

PLEDGE OF ALLEGIANCE:
Mayor Roger C. Claar requested the Chewey Serna and the youth of the El Grito/Mexican Independence Day Event Planning Committee to lead the pledge to the Flag. The three young ladies were Jennifer Serna, Doria Angelece Quintana and Ketzaly Santos.

ROLL CALL:
Village Clerk, Carol S. Penning, called the roll:
Present were: Mayor Roger C. Claar, Trustees Maria A. Zarate, Michael T. Lawler, Mary Alexander Basta, Michael J. Carpanzano, Sheldon L. Watts, and Robert M. Jaskiewicz
Also present were:
Village Clerk – Carol S. Penning, Village Attorney - James Boan, Public Safety Director – Ken Teppel, Finance Director – Rosa Cojulun and Director of Public Services & Development - Lucas Rickelman

Absent: None

Representing the press: No press attended the meeting.

JOURNAL OF PROCEEDINGS:
Motion Lawler, second Basta to approve the minutes of the regular meeting of September 10, 2019 Village Board meeting as submitted by the Village Clerk.

Voice vote. Motion carried.

APPROVAL OF AGENDA/ADDITIONS:
Jim Boan, Village Attorney indicated that a supplemental separate sheet was provided for the Board Members which included the tax receipts. It came in after the board packet had gone out. He had no additions or deletions for the agenda.

Motion Watts, seconc Carpanzano to approve the agenda as submitted along with the supplemental of the tax receipts.

Voice vote. Motion carried.

APPROVAL OF APPOINTMENTS: None

RECOGNITIONS: None
REPORTS OF OFFICERS:

MAYOR CLAAR

PROCLAMATIONS:
FIRE PREVENTION WEEK, October 6th through October 12th, 2019: Mayor Claar proclaimed Sunday, October 6th through Saturday, October 12th, 2019, as FIRE PREVENTION WEEK throughout the Village. He urged all the residents of Bolingbrook to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Bolingbrook’s Fire and Emergency Services during Fire Prevention Week 2019. Jeff LaJoie, Bolingbrook Fire Marshal accepted this proclamation.

Fire Marshal LaJoie reminded everyone about this year’s Fire Prevention theme “Not Everyone wears a Cape, Plan and Practice your Escape”. He added that if we take a little time and prepare a plan for the family to escape, we can all be heroes when it comes to fire prevention. He invited Bolingbrook families to the Fire Department’s Open House on Saturday, October 12th from 10:00 a.m. to 3:00 p.m. and it will be at all five fire stations. He encouraged residents to find out which fire station is closest to your home or visit all five by visiting the Bolingbrook website for each location. The men and women of the Bolingbrook Fire Department would be happy to see you.

Mayor Claar shared his recent visit to Hidden Lakes. A fishing derby was held this past Saturday and he described the beauty of this hidden treasure in Bolingbrook. He mentioned the number of people that were participating in the derby. A diverse group of families and individuals attended. He added that the grounds are beautiful. He watched as one of the fishermen pulled out a 30” catfish. He encouraged residents to check out Hidden Lakes. It is located north on Schmidt Road, off of Boughton Road. Follow the road as it winds around and you will come out to the Hidden Lakes area. If you sit there for more than fifteen minutes and look around you will think you are 30 miles outside of civilization. This is a beautiful place to visit.

Mayor Claar mentioned that this past week, the Village of Bolingbrook was honored again in Money Magazine – “Best Top 100 Best Places to Live in America”. Money Magazine has honored us at least four times.

He added that somebody suggested on Facebook that the Village paid for that recognition. The Village did not pay anything and we did not apply for it. It is an interesting process. Again, we have nothing to do with it ourselves. We were asked to submit some pictures, then that was the last we heard of it again, until it came out online last Saturday.

This year, Money Magazine, included cities across the United States with communities that had a population of 50,000 or more that met their criteria. This list reviews the local economy. Ours is certainly very strong and is obviously diverse. This is a huge factor. He had been told, that in the past, because of the diversity we have in Bolingbrook, which has all ethnicities spread throughout the entire community, it is one of the reasons we were selected by Money Magazine.
Bolingbrook residents are well educated and there is a great deal of diverse housing for all incomes. We have a great police and fire department, hospital, clinics, other amenities including leisure activities, restaurants, museums, sports complexes and green space. The last category is ease of living based on commute times, weather and other factors.

There were only two cities in the state of Illinois on the list. That we were one of them is pretty impressive in itself. Naperville is the other city selected. It is interesting that we are adjacent to each other and have been selected together several times. Bolingbrook does very well and we are very proud of this recognition. He thanked everybody that steps up and does something in town. You are the reason we made this list.

Mayor Claar shared the sad story of the recent passing of Matthew Berszoner. He explained that most people will not even know the people involved, but he was notified last week of the death of a young man, the young man he watched grow up from a child, in school locally, college, etc. Matt’s father was John Berszoner, a local resident involved in the community quite some time ago. John was a great guy and he wanted to get involved. He was the chair of the IT Commission.

Mary and John had a child named Matt and I watched Matt grow up. Mary contracted cancer, spent two or three years fighting it and finally passed at age 44 when Matt was only 10 years old. It was devastating to John and Matt because it was a three-person household and all of a sudden, one of the anchors was gone. John fortunately met someone else. John and Sarah married and it was as if things were back to normal. Matt, the son, was doing well in school and was accepted into the Air Force Academy in Colorado which is pretty prestigious. Before Matt graduated from the academy, John passed of cancer when Matt was only 19. John never got a chance to see his own only child graduate from the Air Force Academy. Matt was a Major in the Air Force and left after 16 years to become a commercial pilot for United Airlines. As a hobby, he flew a home built plane with another older experienced pilot. They were on an experimental flight in Pennsylvania and the plane crashed. Both men died. It is a sad story and you wonder how this could happen to one family.

Matt’s stepmother Sarah is still alive, but the father, the mother and now the son all dead at very young ages. Matt Berszoner was only 34 years old. He was an accomplished individual that left us way too young.

Chewey Cerna and the following individuals from the El Grito Day Event Planning Committee made a special presentation to Mayor Claar: Carlos Botello, Doria Quintana, Leslie Huerta, Juan Quintana, Jennifer Serra, Doria Angelece Quintana, Leonardo Damian Quintana, Ketzaly Santos and Paula Jimena Quintana. Chewey presented Mayor Claar with a one of a kind, handcrafted vase by an artist in Chihuahua which is the hometown of Carlos Botello.

He thanked the veterans because they allowed them to use their weekend and then move their event to the next weekend. Chewey thanked the Mayor, Board and Village Departments for all their help with this event. This was an event for residents to share their culture, traditions, food and music. He also mentioned another event that they are planning at the Promenade in the year 2020.

Mayor Claar thanked them for the gift and shared that this was the first time that he has ever received a public thank you from any of the groups that used the Village grounds and Performing
Arts Center. He said it was truly nice to hear their heartfelt appreciation. He added that their event was great and he appreciated them coming to the meeting.

**PROMOTIONS/SWARING IN:** None

**PUBLIC COMMENTS REGARDING ITEMS BEFORE THE BOARD THIS EVENING:** None

**COMMENTS FROM THE PRESS:** None

**PRESENTATIONS:** None

**PUBLIC HEARING:**

**REGARDING CONTEMPLATED INVOLUNTARY ANNEXATION OF ±18.796 ACRES OF UNINCORPORATED TERRITORY:**

At the August 27, 2019 meeting the Board passed Ordinance (19-068) expressing its intent to involuntarily annex ±18.796 acres of unincorporated property south of I-55. Six parcels of the unincorporated property are located between I-55 and Crossroads Parkway and east and west of Veterans Parkway. The property is surrounded by the Village’s corporate limits. The property was previously annexed in 2016. One of the landowners contested the earlier annexation. While the Will County Circuit Court upheld the Village’s annexation, the Appellate Court overturned it. Following the Appellate Courts’ comments, the Village is redoing the annexation. A Public Hearing is required prior to annexing the property.

Motion Lawler, second Basta to open the Public Hearing Regarding Contemplated Involuntary Annexation Of ±18.796 Acres of Unincorporated Territory.

**ROLL CALL:**

- **Yea** 6 Zarate, Lawler, Basta, Watts, Carpanzano, Jaskiewicz
- **Nay** 0 None
- **Absent** 0 None

Motion carried and the Public Hearing opened at 8:29 p.m.

No one from the public spoke regarding the Public Hearing.

Village Attorney Jim Boan indicated that the Village did receive a written objection from one of the landowners. He asked the Village Clerk to enter the written objection to the record. (See Attached.)

Motion Watts, second Zarate to close the Public Hearing Regarding Contemplated Involuntary Annexation of ±18.796 Acres of Unincorporated Territory.

**ROLL CALL:**

- **Yea** 6 Zarate, Lawler, Basta, Watts, Carpanzano, Jaskiewicz
- **Nay** 0 None
- **Absent** 0 None

Motion carried and the Public Hearing closed at 8:31 p.m.
BILL APPROVAL:
Motion Lawler, second Carpanzano to approve expenditures submitted as Bill Listing A - Payables in the amount of $1,419,507.85 and Bill Listing B - Pre-Paid in the amount of $377,552.37 totaling $1,797,060.22. (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.

TAX RECEIPTS:
June 2019 State Income Tax - $493,231.36 (June 2018 State Income Tax - $461,362.50) 6.91% Increase
July 2019 Sales Tax - $2,858,204.86 (July 2018 Sales Tax - $2,903,137.54) – 1.5% Decrease
July 2019 Motor Fuel Tax - $169,581.84 (July 2018 Motor Fuel Tax - $166,315.85) 2.0% Increase
July 2019 State Administrative Fee - $22,973.79

MOTIONS:  None

RESOLUTIONS:

RESOLUTION 19R-045
APPROVING PURCHASE OF REPLACEMENT OF THREE TRUCKS FROM JX PETERBILT AND EQUIPMENT FROM HENDERSON PRODUCTS, INC.
Motion Jaskiewicz, second Zarate to adopt a resolution Approving Purchase of Replacement of Three Trucks from JX Peterbilt and Equipment from Henderson Products, Inc.

This Resolution authorizes the purchase of three replacement trucks for use in the Public Works Department. The purchase is for two single axle trucks and one tandem axle dump truck. The 2021 trucks are being purchased from JX Peterbilt and the dump bodies and snow equipment from Henderson Products, Inc. The single axle chassis are $93,733.27 apiece. The dual axle chassis is $100,037.21. The dump body, plow, spreader box and hydraulics are from Henderson. The cost of the single axle add-ons is $91,468.00 and the tandem axle is $98,586.00. The purchase is through the National Joint Powers Alliance. Total cost of three trucks is $569,025.75. This amount is $39,287.25 under budget. The Public Services Committee has reviewed and recommends approval.

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

Motion carried.
RESOLUTION 19R-046
APPROVING PAYMENT TO THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) FOR NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMITS, SLUDGE GENERATOR PERMIT AND STORM WATER PERMIT (MS4) ANNUAL FEES TO IEPA

Motion Lawler, second Carpanzano to adopt a resolution Approving Payment to the Illinois Environmental Protection Agency (IEPA) for National Pollution Discharge Elimination System Permits, Sludge Generator Permit and Storm Water Permit (MS4) Annual Fees to IEPA.

This Resolution approves the payment of $48,500.00 to the Illinois Department of Environmental Protections Agency (IEPA) for permit fees to operate the three treatment plants and a storm water discharge system. The annual fees are the same as last year and include $15,000.00 each for treatment plants’ National Pollutant Discharge permit (NPDES), $2,500.00 for a sludge generator permit and $1,000.00 for a MS4 permit for storm water. The amount is $1,500.00 under the budgeted amount of $50,000.00.

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

Motion carried.

ORDINANCES:

ORDINANCE 19-072
INVOLUNTARY ANNEXING CERTAIN UNINCORPORATED TERRITORY:

Mayor Claar shared that based on a court decision, Ordinance 19-072 will be continued to the Tuesday, October 22, 2019 Village Board Meeting. This Ordinance Annexes the ±18.796 acres of unincorporated property.

Motion Carpanzano, second Basta for Ordinance 19-072, the Involuntary Annexing Certain Unincorporated Territory to be heard at the Tuesday, October 22, 2019 Village Board Meeting.

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

Motion carried.

ORDINANCE 19-073
AMENDING CHAPTER 13 OF THE MUNICIPAL CODE INCREASING CLASS “C” FROM EIGHT (8) TO NINE (9) WABI Q (148 W. BOUGHTON ROAD):

Motion Watts, second Basta to pass an ordinance Amending Chapter 13 of the Municipal Code Increasing Class “C” from Eight (8) to Nine (9) WABI Q (148 W. Boughton Road).

WABI Q is located at 148 W. Boughton Road (formerly Coops Den). The Restaurant has requested a Class “C” liquor license (beer and wine). This Ordinance increases the number of Class “C” licenses from 8 to 9 to accommodate the request.

Bd. Min. 09.24.19
ROLL CALL:  
Yea  6  Zarate, Lawler, Basta, Watts, Carpanzano, Jaskiewicz
Nay  0  None
Absent  0  None

Motion carried.

**ORDINANCE 19-074**
**AMENDING CHAPTER 13 OF THE MUNICIPAL CODE INCREASING CLASS “D-2” FROM EIGHTEEN (18) TO NINETEEN (19) – JUMBO CRAB (194 S. BOLINGBROOK DRIVE)**
Motion Lawler, second Zarate to pass an ordinance Amending Chapter 13 of the Municipal Code Increasing Class “D-2” from Eighteen (18) to Nineteen (19) – Jumbo Crab (194 S. Bolingbrook Drive).

Jumbo Crab is located at 194 S. Bolingbrook Drive (formerly IHOP and Sophia’s). It will be a Japanese seafood restaurant. The restaurant has applied for a Class “D-2” (full service) liquor license. This Ordinance increases the number of Class “D-2” licenses from 18 to 19 to accommodate the request.

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

Motion carried.

**QUESTIONS FROM AUDIENCE/PRESS:** None

**TRUSTEE COMMENTS AND REPORTS:**

**Trustee Zarate**
Encouraged residents to come out to the Fire Department Open House. Visit any of the five fire stations. Thanked Chewey Cerna and his committee for the beautiful vase from Mexico that he presented Mayor Claar.

**Trustee Lawler**
Mentioned that one of the restaurants that participated at the El Grito event was Perla Negra Mariscos, which is located at 235 S. Bolingbrook Drive, formerly Buchos. They will be opening at the end of September. The young man that is involved in this restaurant went to Bolingbrook High School. Provided details on this year’s Citizen Against Abuse event to be held at the Levy Center. This is the 21st annual rally and march against abuse and the topic this year is Shining the Light. He added that he is honored to be a part of the group and serve on the board of Citizens Against Abuse. There will be a walk from the Levy Center to the Veterans Memorial at Village Hall to honor survivors of abuse.
**Trustee Basta**
Encouraged residents to come out on Saturday, September 28th from three to seven and enjoy Fall Fest. An “Explosion of Color” will be held at the Bolingbrook Recreation and Aquatics complex on Lindsey Lane. There will be live music by C Factor. Fireworks will be held at dusk, food, fun and lots of family activities including a pumpkin patch and tricycle races. For more info go to Bolingbrook Parks.org. Provided details for “Coffee with the Chiefs” coming up at Dunkin Donuts at 245 South Bolingbrook Drive, Tuesday, October 1st.

**Trustee Watts**
Encouraged families to come out for the Bolingbrook Glow Arts event hosted by the Bolingbrook Arts Council at Jamie McGee elementary school at 179 Commonwealth Drive. It is an experience you will never forget. It is for all ages and abilities. For more information, you can email BBGlo arts@gmail.com. This is always a fun event. Shared information on the Community Mobile Pantry. This is taking place at New Hope Baptist Church, which is located at 509 East Briarcliff Road in Bolingbrook. That is taking place on Monday, October 7th; between the hours of 4:00 PM and 6:00 PM. West Suburban Community Pantry has a partnership with Northern Illinois Food Bank. On behalf of my wife Cherron and our entire family, he wished their twins Shania and Sheldon, Junior, a happy fifth birthday. They are growing up fast and we wanted to wish them a happy birthday.

**Trustee Carpanzano**
Provided information regarding Trick or Treating hours. Trick or tricking will be held on Thursday, October 31st and the official hours are 4:00 p.m. to 7:00 p.m. Shared a few safety tips as follows - make sure that children are accompanied by a responsible adult or guardian. Any suspicious items of course, can be brought to the police station. If you are going to be out after dark, flashlights are encouraged. Please use sidewalks if available. Residents please leave your porch light on so the children know that they can stop at your home. Encouraged residents to participate in the Cheesy Pretzel, 5K on Sunday, October 13th at the promenade. Gave details on the second annual, “This is Halloween” event at the Promenade Bolingbrook. This event is inspired by Jack Skellington and the Nightmare before Christmas. This family friendly event is open from 3:00 PM until 6:00 PM on Saturday, October 26th. They will have a Halloween tree that plays Halloween music and lights. The Halloween tree will be up until the Festival of Lights for the Christmas season.

**Trustee Jaskiewicz**
The mayor mentioned our honor in Money Magazine and part of the reason for that is the opportunity we provide our residents here within the village. Last weekend was a perfect example of that. If you didn’t have something to do, you just don’t know what is going on in this town. There were four to five major events taking place throughout the village. The most important one was the one at our high school. A brand new field was dedicated. There was a lot of fun going on. Susana Mendoza, the Illinois Comptroller was there to cut the ribbon. The announcer made the comment that we are now recognized as one of the top 10 high school stadiums in the United States. Announced that the Bolingbrook Rotary Club miniature golf outing is taking place at Wilderness Falls. We had a great response from the general public and businesses. We have great sponsorships. Food will be available.
EXECUTIVE SESSION: None

ADJOURNMENT:
Motion Basta, second Watts to adjourn the meeting.
Voice vote. Motion carried and meeting adjourned at 8:51 p.m.

Roger C. Claar
MAYOR

ATTEST:
Carol S. Penning, CMC
VILLAGE CLERK
OBJECTION OF MIDLAND STATES BANK, AS TRUSTEE UNDER A TRUST AGREEMENT KNOWN AS TRUST #1901, AND CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER A TRUST AGREEMENT KNOWN AS TRUST NUMBER 1689, TO ORDINANCE NO. 19-068 FOR THE CONTEMPLATED INVOLUNTARILY ANNEXATION OF PROPERTY

WHEREAS, MIDLAND STATES BANK, as Trustee under a Trust Agreement known as Trust #1901, and CHICAGO TITLE LAND TRUST COMPANY, as Trustee under a Trust Agreement known as Trust Number 1689, are the owners of some of the property legally described on Exhibit #1 to proposed Ordinance 19-068, a copy of which is attached as Exhibit #1, involuntarily annexing their property identified by Property Index Numbers 12-02-28-100-021-0000 and 12-02-21-300-003-0000 legally described in Exhibit #1 as Parcel 1, Parcel 2A and Parcel 2B;

NOW THEREFORE, Midland States Bank, as Trustee under a Trust Agreement Known as Trust #1901, and Chicago Title Land Trust Company, as Trustee under a Trust Agreement Known as Trust Number 1689, hereby object that the Village of Bolingbrook's attempt to again force annex their property is nothing more than a sham. That the second attempt by the Village to force annex this property and it is nothing more than a pretext by the Village to collaterally attack the ruling of the Appellate Court of Illinois, Third District, Ottawa, in Case Number 03-16-0713 and to interfere with the jurisdiction of the Will County Circuit Court in Case Number 2015 MR 2972.

Respectfully submitted,

Midland States Bank, as Trustee under a Trust Agreement Known as Trust #1901, and Chicago Title Land Trust Company, as Trustee under a Trust Agreement Known as Trust Number 1689,

By: [Signature]

Michael J. Martin, one of their Attorney
Proclamation
CITIZENS AGAINST ABUSE
OCTOBER 10, 2019

WHEREAS, victims of domestic violence include people of every culture, age, sex, color, nationality, educational and socio-economic level; and

WHEREAS, almost one-third of American women murdered each year are killed by their current or former partners and approximately 1 million women annually report being stalked; and

WHEREAS, children who are subjected to violence and bullying often grow up to inflict violence on others; and

WHEREAS, the elderly may be subjected to emotional, physical, sexual, and financial abuse or neglect and suffer in silence for fear of retribution; and

WHEREAS, all persons have a basic right to feel safe from violence, especially in their own home; and

WHEREAS, all violence is not a private family matter but a crime, the consequences of which reach with devastating effect on the communities, schools, and workplaces of our nation.

NOW, THEREFORE, I, Roger C. Claar, Mayor of the Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, do hereby proclaim October 2019 as DOMESTIC VIOLENCE AWARENESS MONTH asking citizens of Bolingbrook to gather for the 21ST ANNUAL CITIZENS AGAINST ABUSE RALLY AND MARCH on Thursday, October 10th at 5:30 p.m. at DuPage Township Levy Center with the purpose of expressing concern for victims of violence and raising awareness to prevent future acts of violence.

Given under my hand and the Corporate Seal of the Village of Bolingbrook this 8th day of October, 2019

ROGER C. CLAAR, Mayor
Proclamation

NATIONAL CYBERSECURITY AWARENESS MONTH
OCTOBER 2019

WHEREAS, the Village of Bolingbrook recognizes that it has a vital role in identifying, protecting its citizens from, and responding to cybersecurity threats that may have significant impact to our individual and collective safety and privacy; and

WHEREAS, critical infrastructure sectors are increasingly reliant on information systems and technology to support financial services, energy, telecommunications, transportation, utilities, health care, and emergency response systems; and

WHEREAS, cybersecurity education and awareness is crucial for everyone, including large corporations, small businesses, financial institutions, schools, government agencies, the home user, and anyone who connects to the internet; and

WHEREAS, monitoring your accounts, being conscientious of what you share online, keeping computer software up to date, creating unique passwords and changing them regularly, installing anti-virus programs and firewalls, and using mobile devices safely are ways you can protect yourself from phishing, viruses, malware, and loss of sensitive data; and

WHEREAS, the Village of Bolingbrook is dedicated to providing every individual and business entity in Bolingbrook the resources necessary to ensure the understanding, implementation, and success of National Cybersecurity Awareness Month to help our citizens stay safe online and connect with confidence; and

WHEREAS, the STOP. THINK. CONNECT.™ Campaign serves as the national cybersecurity public awareness campaign, implemented through a coalition of private companies, nonprofit, government organizations, and academic institutions working together to increase the public's understanding of cyber threats and empowering Americans to be safer and more secure online; and

WHEREAS, the Village of Bolingbrook's Cyber Security Initiative was established to enhance and protect the Village of Bolingbrook's cybersecurity ecosystem. Maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of computer security essentials will improve the security of the Village of Bolingbrook's information, infrastructure, and economy.

NOW, THEREFORE, I, Roger C. Claar, Mayor of the Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, do hereby proclaim OCTOBER 2019 as "NATIONAL CYBERSECURITY MONTH" in the Village of Bolingbrook and encourage all residents to learn about Cybersecurity by visiting our Website for links to the STOP. THINK. CONNECT Campaign.

Given under my hand and the Corporate Seal of the Village of Bolingbrook

this 8th day of OCTOBER, 2019

ROGER C. CLAAR, Mayor
RESOLUTION 19R-

RESOLUTION APPROVING ANNUAL RENEWAL OF MUNIS SOFTWARE LICENSES AND MAINTENANCE (TYLER TECHNOLOGIES, 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 Mayor and Board of Trustees have determined that pursuant to Sec. 8-508(G) of the Village Code, the proposed agreement with Tyler Technologies, Inc. ("Tyler") for the annual renewal of the MUNIS software licenses and maintenance for all Village departments is a contract which by its nature is not adapted to be awarded by competitive bidding, being a contract for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, the Mayor and Board of Trustees have determined that the annual renewal of the MUNIS software licenses and maintenance for all Village departments provided by Tyler Technologies, Inc. is a sole source contract; and

WHEREAS, the Mayor and Board of Trustees believe, and hereby declare, that it is in the best interests of the Village to approve the annual renewal of the MUNIS software licenses and maintenance for all Village departments, as set forth in the invoice attached hereto as Exhibit 1 and made a part hereof, without competitive bidding.

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, AS FOLLOWS:

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 the annual renewal of the MUNIS software licenses and maintenance for all Village departments provided by Tyler Technologies, Inc. as set forth in the invoice, which is attached hereto as Exhibit 1 and made a part hereof, in an amount not to exceed $97,401.15.

SECTION THREE: This resolution shall be in full force and effect from and after its passage and approval by two-thirds (2/3) the Trustees in the manner provided by law.

PASSED (2/3 OF TRUSTEES) THIS _____ DAY OF OCTOBER, 2019.

AYES:
NAYS:
ABSENT:
ABSTENSIONS:

APPROVED THIS _____ DAY OF OCTOBER, 2019.

____________________________________
MAYOR

ATTEST:

____________________________________
VILLAGE CLERK
### Remittance:
Tyler Technologies, Inc.
(Fein 75-2303920)
P.O. Box 203558
Dallas, TX 75320-3556

### Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertechnology.com

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**Invoice**

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**Bill To:** VILLAGE OF BOLINGBROOK
375 WEST BRIARCLIFF ROAD
BOLINGBROOK, IL 60440-6851

**Ship To:** VILLAGE OF BOLINGBROOK
3/0 WEST BRIARCLIFF ROAD
BOLINGBROOK, IL 60440-6851

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Bill To: VILLAGE OF BOLINGBROOK  
375 WEST BRIARCLIFF ROAD  
BOLINGBROOK, IL 60440-0951

Ship To: VILLAGE OF BOLINGBROOK  
375 WEST BRIARCLIFF ROAD  
BOLINGBROOK, IL 60440-0951

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**ATTENTION**
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.
PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 19-

TITLED:

ACCEPTING CONVEYANCE OF CERTAIN PROPERTY FROM THE ELMHURST-CHICAGO STONE CO. TO THE VILLAGE OF BOLINGBROOK (ROYCE ROAD RIGHT OF WAY) SUBJECT TO ATTORNEY APPROVAL

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 19-

ACCEPTING CONVEYANCE OF CERTAIN PROPERTY FROM THE ELMHURST-CHICAGO STONE CO. TO THE VILLAGE OF BOLINGBROOK (ROYCE ROAD RIGHT OF WAY) 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; and

WHEREAS, the Mayor and Board of Trustees believe and hereby declare that it is in the best interest of the Village and its residents to accept conveyance of certain property, the Royce Road Right of Way located adjacent to the Elmhurst-Chicago Stone Co. property which is described in Exhibit 1 and attached hereto and made a part hereof, from the Elmhurst-Chicago Stone Co.

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 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 Board of Trustees hereby accepts the conveyance of the property described in Exhibit 1 from the property owner, Elmhurst-Chicago Stone, Co., a Delaware Corporation, and the Mayor and Village Clerk are authorized and directed, subject to approval by the Village Attorney, to execute such documents as are necessary to effectuate the conveyance, subject to attorney approval.

SECTION THREE: Any policies, resolutions, ordinances or prior
agreements which conflict with the provisions of this ordinance or the agreement attached hereto shall be, and they are hereby, repealed to the extent of such conflict.

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

ADOPTED THIS _____ DAY OF __________, 2019.

AYES:

NAYS:

ABSTENSIONS:

ABSENT:

APPROVED THIS ____ DAY OF __________, 2019.

________________________________________
MAYOR

ATTEST:

________________________________________
VILLAGE CLERK

STATE OF ILLINOIS  
COUNTIES OF WILL  )  
AND DUPAGE  )  
SS  VILLAGE OF BOLINGBROOK  

I, Carol S. Penning, DO HEREBY CERTIFY that I am the duly qualified Village Clerk of the Village of Bolingbrook, in the Counties and State aforesaid, and as such Clerk, I am the keeper of the records and files of the Mayor and Board of Trustees of said Village.

I DO FURTHER CERTIFY that the foregoing is a full, true and complete copy of Ordinance 19-0 entitled:

ACCEPTING CONVEYANCE OF CERTAIN PROPERTY FROM THE ELMHURST-CHICAGO STONE CO. TO THE VILLAGE OF BOLINGBROOK (ROYCE ROAD RIGHT OF WAY) SUBJECT TO ATTORNEY APPROVAL

adopted by the Mayor and Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, at a meeting held on October 8, 2019, as it appears from the official records of said Village in my care and custody.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Village of Bolingbrook, Illinois, this _____ day of ____________, 2019.

______________________________
CAROL S. PENNING, CMC
VILLAGE CLERK
REAL ESTATE CONVEYANCE AGREEMENT

THIS REAL ESTATE CONVEYANCE AGREEMENT ("Agreement") is made as of September ____, 2019 ("Effective Date") by and among Elmhurst-Chicago Stone Co., a Delaware corporation ("ECS") and the Village of Bolingbrook, an Illinois municipal corporation and home rule unit of local government with offices located at 375 W. Briarcliff Rd., Bolingbrook, IL 60440 (the "Village") hereinafter also individually referred to as a "Party" and collectively referred to as the "Parties"

WITNESSETH:

WHEREAS, ECS is the owner of a sand, gravel and stone quarry along with associated operations located in Bolingbrook, IL; and

WHEREAS, existing Royce Road runs through and bisects the ECS Property; and

WHEREAS, the Village has a prescriptive easement for a public right of way, over Royce Road; and

WHEREAS, ECS has agreed to convey its interest in the Property to the Village and the Village agrees to accept said conveyance in exchange for the Village (1) granting ECS certain rights to continue its uninterrupted business operations, as provided for herein, and

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars ($10.00) the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. All of the foregoing recitals are incorporated herein by this reference with the same force and effect as though recited herein.

2. Conveyance of the Property. ECS will transfer and convey to the Village its right, title and interest in and to the surface rights to the existing Royce Road right-of-way, by delivering to the Village a fully executed, recordable quit claim deed in the form of Exhibit "A" attached hereto and made a part hereof. ECS will execute and deliver to the Village such other items as may be reasonably requested by the Village or the title company to consummate the conveyance of the Property to the Village.

3. The purpose of the conveyance of the Property is as follows:

A. To ensure public access to all lots and parcels of land for the provision of fire, police and emergency services, mail delivery, garbage collection and recycling services and public and quasi-public utility services.
B. To promote and create an interconnected city through acquisition of right-of-way that allows for transportation systems that provide the integrated and multi-modal movement of all modes of transportation.

C. To create an interconnected transportation system that will enhance safe, convenient and efficient movement of all modes of transportation.

D. To provide for the installation or placement of utility services including, but without limitation water, sewer, electricity, gas, drainage, telephone and cable television services for properties abutting city streets and alleys.

4. ECS Reservation of Certain Rights

A. The right and privilege to explore and to prospect for, develop, produce, recover by subsurface mining, shafts or any other method, the extraction of minerals, sand, gravel, topsoil or other aggregates, including erecting and maintaining equipment, or structures for screening, crushing, mixing, washing or storage whether now in use or to be developed in the future, to drill for, to mill, to prepare for market, to store, to market, to remove and to own all sand, gravel and stone or other minerals, in, or under the above described Property, and the free and uninterrupted right of ingress and egress to and on the above described Property all while maintaining the structural integrity of any surface and near surface infrastructure. ECS reserves unto ECS and its Lessee’s and successors-in-title and assigns all sand, stone and gravel and other materials located in the Property, together with the exclusive right to make and execute any and all future leases or other instruments covering the rights to the Property herein reserved, and all and any parts thereof, without being joined therein by the Village, or its respective successors-in-title and assigns.

B. That notwithstanding the sale and transfer of the Property as described in this Quit Claim Deed, ECS, its Lessee’s, and all of their agents, employees, contractors, licensees, successors and assigns, shall have and retain the right to re-enter upon and temporarily occupy the Property for the purpose of surveying, constructing, reconstructing, installing, repairing and maintaining easements and/or improvements for, and performing other similar or related work, including, without limiting the generality of the foregoing, the construction and installation of curb cuts, culverts, underground pipelines, utility fixtures, meters, transformer vaults, switching vaults, pull boxes, handholes, underground, drainage culverts, swales and ditches and other related appurtenant facilities and equipment and drainage structures, provided, however, that upon the completion of the construction and installation of any easements and/or improvements, ECS shall make such reasonable efforts to restore the contour and grade of the Property to as near as practicable to that which existed prior to the commencement of the construction and installation of the easements and/or improvements described in this paragraph.
C. That ECS may later determine that additional easements and/or improvements are required by ECS in connection with its business operations across, on, over or under portions of the Property being conveyed to the Village by ECS, and its Lessee's, successors, designees and assigns, therefore reserves the right to request that the Village create, establish, construct, maintain and dedicate or convey to ECS any such additional easements and/or improvements on the Property being purchased by the Village after the transfer of the Property to the Village, in furtherance of its business and development operations. If such additional easements and improvements are required by ECS in the operation of its business, the Village covenants and agrees to join with ECS in the granting, delivery and or dedication of any such easements and/or improvements to ECS and to execute and any instruments or documents necessary or appropriate thereto. The Village further agrees that by signing and accepting this Quit Claim Deed the Village waives and releases any and all rights or claims the Village might otherwise have against ECS, whether in law or equity, on account of such additional easements and/or improvements.

D. That ECS reserves the right unto itself, and its successors and assigns, to delete, relocate, realign and grant to its Lessee's, designees, successors and assigns all easements and rights-of-way over, under and on the Property being conveyed to the Village which ECS shall determine to be necessary or desirable, including, but not limited to, the right for heavy equipment and trucks to cross the Property at any point along said Property without cost or expense to ECS along with the right to curb cuts, easements and/or rights-of-ways for construction traffic and the movement of heavy equipment all along the surface of the Property and for utilities such as water, telephone, gas and electricity, lighting, cable television and landscaping and walkways. The Village hereby consents to any such deletion, relocation, realignment and grant of easements and/or rights-of-way as provided above and agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same.

E. ECS's rights and privileges reserved in the Quit Claim Deed shall constitute a burden on and a covenant running with the Property and any person who succeeds to the Village's rights and interest in the Property shall be bound by and observe ECS's rights and privileges reserved in the Quit Claim Deed.

5. Relationship. Nothing herein shall be construed to create or infer a partnership, joint venture, or agency relationship between the Parties or their successors or assigns or to render either Party liable for the debts or obligations of the other.

6. Waiver. No delay or omission by any of the Parties, or their successors or assigns, to exercise any right or power occurring upon any non-compliance or failed performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party hereto, or its successors or assigns, of any of the covenants, obligations, conditions or agreements hereof to be performed by another
shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, obligation, condition or agreement herein contained.

7. Enforcement. This Agreement may be enforced by an action at law or in equity, including a suit for specific performance. In the event either Party defaults in the performance of any of the terms, conditions and covenants contained herein, the other Party shall have the right, but not the obligation to cure such defaults after providing five (5) business days’ notice to the defaulting Party, whereupon any and all costs incurred by such curing Party shall be paid by the defaulting Party promptly upon demand.

8. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile or (v) by electronic internet mail (“email). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (1), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt, or (b) the date that is (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8, each Party to this Agreement will have the right to change the address or the addressee, or both, for all future notices and communication to them, but no notice of a change of addressee or address shall be effective until actually received.

If to ECS

Elmhurst-Chicago Stone Co.
Attn: Jeffrey A. Brown, President
400 W. First St.
Elmhurst, IL 60126

With a copy to:

Byron L. Faermark
Faermark & Williams, LLC
1900 S. Highland Ave., Suite 100
Lombard, IL 60148
If to the Village:

Village of Bolingbrook
Attn: Village Manager
375 W. Briarcliff Rd.
Bolingbrook, IL 60330

With a copy to:

Village of Bolingbrook
Attn: Village Attorney
375 W. Briarcliff Rd.
Bolingbrook, IL 60330

9. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision hereof or in any way affect its provisions.

10. Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Agreement shall become null and void or illegal for any reason, or be so held by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

11. Amendment. This Agreement may be amended and modified only by a written instrument executed by the Parties hereto.

12. Governing Law. The laws of the State of Illinois shall govern the interpretation, validity, performance and enforcement of this Agreement. Jurisdiction for any dispute related to this Agreement shall be in the Circuit Court of DuPage County, Illinois.

13. Successors and Assigns. Reference to any Party herein shall include such party’s successors, assigns, heirs, legal representatives and successors-in-title.

14. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one (1) Agreement, binding on both Parties hereto even though both Parties are not signatories to the original or the same counterpart.

(Signatures follow on the next page)
SIGNATURE PAGE
REAL ESTATE CONVEYANCE AGREEMENT
BY AND BETWEEN
ELMHURST-CHICAGO STONE CO.
AND
VILLAGE OF BOLINGBROOK

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
day and year first written above.

ELMHURST-CHICAGO STONE CO.  
a Delaware corporation

By: _______________________________________
   Jeffrey A. Brown, President

Attest: ____________________________________
       Kathleen Finckle, Secretary

VILLAGE OF BOLINGBROOK
an Illinois municipal corporation

By: _______________________________________
   Village President

Attest: ____________________________________
EXHIBIT A

Legal Descript of the Right of Way Property
EXHIBIT "B"
QUIT CLAIM DEED WITH RESERVATIONS

MAIL RECORDED DEED TO:

Village of Bolingbrook
375 W. Briarcliff Rd.
Bolingbrook, IL  60440

Grantor, Elmhurst-Chicago Stone Co., a Delaware corporation, whose mailing address is
400 W. First St., Elmhurst, IL 60126, for and in consideration of TEN ($10.00) DOLLARS and
other good and valuable consideration in hand paid, Conveys and Quit Claims to GRANTEE:
Village of Bolingbrook, an Illinois municipal corporation, whose address is 375 W. Briarcliff
Rd., Bolingbrook, IL 60440 all interest in the real estate situated in the County of Will, in the
state of Illinois, legally described on Exhibit “A” attached hereto, subject to Grantor’s
reservations set forth herein.

PIN: A part of (____________________)

Property Address: Vacant land containing 7.209 acres, more or less, situated within the existing
dimension of Royce Road in the Village of Bolingbrook, IL

DESCRIPTION OF PROPERTY:

The Property covered by this Quit Claim Deed is described on Exhibit “A” attached hereto and
incorporated herein.

SALE AND TRANSFER OF PROPERTY:

For TEN DOLLARS ($10.00) and other good and valuable consideration between Grantor and
Grantee, the receipt and sufficiency are hereby acknowledged, Grantor sells and transfers the
Property described in Exhibit “A” (the “Property”) to Grantee.
SALE AND TRANSFER OF THE PROPERTY:

Grantor also sells and transfers to Grantee the following:

(A) All existing surface road improvements located within the boundaries of the Property; and

GRANTEE TENANCY:

Grantee will take and own the Property in fee simple forever.

Grantor’S WARRANTIES:

By signing this Quit Claim Deed, Grantor gives Grantee a limited warranty of title. This means that Grantor only guarantees:

(A) That Grantor has the unrestricted right to transfer and convey the Property and other rights described in this Quit Claim Deed;

(B) That during Grantor’s ownership of the Property and the other rights being transferred and conveyed by this Quit Claim Deed, no liens, claims or encumbrances created by Grantor attached to or arose against the Property of the other rights unless those liens, claims or encumbrances are described in this Quit Claim Deed or in Exhibit “B” under the title ‘Permitted Exceptions’; and

(C) That Grantor will defend Grantee’s ownership against any liens, claims or encumbrances created by Grantor that arose during Grantor’s ownership of the Property and the other rights being transferred and conveyed by this Quit Claim Deed unless those liens, claims or encumbrances are described in this Quit Claim Deed or is a Permitted Exception.

GRANTOR’S RESERVATION OF CERTAIN RIGHTS:

A. The right and privilege to explore and to prospect for, develop, produce, recover by subsurface mining, shafts or any other method, the extraction of minerals, sand, gravel, topsoil or other aggregates, including erecting and maintaining equipment, or structures for screening, crushing, mixing, washing or storage whether now in use or to be developed in the future, to drill for, to mill, to prepare for market, to store, to market, to remove and to own all sand, gravel and stone or other minerals, in, or under the above described Property, and the free and uninterrupted right of ingress and egress to and on the above described Property all while maintaining the structural integrity of any surface and near surface infrastructure. Grantor reserves unto Grantor and its Leesee’s and successors-in-title and assigns all sand, stone and gravel and other materials located in the
Property, together with the exclusive right to make and execute any and all future leases or other instruments covering the rights to the Property herein reserved, and all and any parts thereof, without being joined therein by Grantee, or its respective successors-in-title and assigns.

B. That notwithstanding the sale and transfer of the Property as described in this Quit Claim Deed, Grantor, its Lessee’s, and all of their agents, employees, contractors, licensees, successors and assigns, shall have and retain the right to re-enter upon and temporarily occupy the Property for the purpose of surveying, constructing, reconstructing, installing, repairing and maintaining easements and/or improvements for, and performing other similar or related work, including, without limiting the generality of the foregoing, the construction and installation of curb cuts, culverts, underground pipelines, utility fixtures, meters, transformer vaults, switching vaults, pull boxes, handholes, underground, drainage culverts, swales and ditches and other related appurtenant facilities and equipment and drainage structures, provided, however, that upon the completion of the construction and installation of any easements and/or improvements, Grantor shall make such reasonable efforts to restore the contour and grade of the Property to as near as practicable to that which existed prior to the commencement of the construction and installation of the easements and/or improvements described in this paragraph.

C. That Grantor may later determine that additional easements and/or improvements are required by Grantor in connection with its business operations across, on, over or under portions of the Property being conveyed to Grantee by Grantor, and its Lessee’s, successors, designees and assigns, therefore reserves the right to request that Grantee create, establish, construct, maintain and dedicate or convey to Grantor any such additional easements and/or improvements on the Property being purchased by Grantee after the transfer of the Property to Grantee, in furtherance of its business and development operations. If such additional easements and improvements are required by Grantor in the operation of its business, Grantee covenants and agrees to join with Grantor in the granting, delivery and or dedication of any such easements and/or improvements to Grantor and to execute and any instruments or documents necessary or appropriate thereto. Grantee further agrees that by signing and accepting this Quit Claim Deed Grantee waives and releases any and all rights or claims Grantee might otherwise have against Grantor, whether in law or equity, on account of such additional easements and/or improvements.

D. That Grantor reserves the right unto itself, and its successors and assigns, to delete, relocate, realign and grant to its Lessee’s, designees, successors and assigns all easements and rights-of-way over, under and on the Property being conveyed to Grantee which Grantor shall determine to be necessary or desirable, including, but not limited to, the right for heavy equipment and trucks to cross the Property at any point along said Property without cost or expense to Grantor along with the right to curb cuts, easements and/or rights-of-ways for construction traffic and the movement of heavy equipment all along the surface of the Property and for utilities such as water, telephone, gas and electricity, lighting, cable television and landscaping and walkways. Grantee hereby
consents to any such deletion, relocation, realignment and grant of easements and/or
easements and/or rights-of-way as provided above and agrees to execute and deliver such documents and
instruments and do such other things as may be necessary or convenient to effect the
same.

E. Grantor’s rights and privileges reserved in the Quit Claim Deed shall
constitute a burden on and a covenant running with the Property and any person who
succeeds to Grantee’s rights and interest in the Property shall be bound by and observe
Grantor’s rights and privileges reserved in the Quit Claim Deed.

GRANTEE’S PROMISES:

By signing and accepting this Quit Claim Deed, Grantee acknowledges and agrees as
follows:

1. That Grantee has read, understands and accepts all of the terms and conditions of
this Quit Claim Deed and Exhibits “A” and “B” attached to this Quit Claim Deed, along with
the simultaneously executed Real Estate Conveyance Agreement, all of which are incorporated
herein by reference.

2. That by signing and accepting this Quit Claim Deed, Grantee is agreeing to abide
by and be bound by the terms and provisions of this Quit Claim Deed.

3. That by signing and accepting this Quit Claim Deed, Grantee is (a) agreeing to
join in, execute and delivery and dedication or grants as described in this Quit Claim Deed and
(b) agreeing with Grantor to perform, comply with, and discharge each and all of the
responsibilities, duties and obligation imposed upon Grantee. The foregoing covenant of the
Grantee shall be covenant running with the land.

4. That Grantor’s reservation of certain rights and Grantee’s promises and
agreements and this Quit Claim Deed and Exhibits “A” and “B” are covenants running with the Property.

5. Grantee further acknowledges that Grantor has reserved various rights, including
those enumerated in the foregoing paragraphs and that by signing below, Grantee does hereby
agree to promptly execute any and all documents and to do all other things as may be necessary
or convenient to confirm or implement the foregoing covenants by Grantee and reservations by
Grantor, and Grantee does also hereby specifically and irrevocably appoints Grantee to act on
Grantor’s behalf for such purposes as the attorney-in-fact on behalf of Grantee, in Grantee’s
capacity as the owner of the Property. The foregoing powers vested in the Grantor are
irrevocable, are intended to be a “power given as security” and a “power coupled with an
interest” and shall survive the recordation of this Quit Claim Deed.
DEFINITIONS:

The word “person” includes natural persons, business organizations and any other entity the law allows to own Property or conduct business.

The words “Grantor” and “Grantee” include the persons named in this Quit Claim Deed and those who take over or succeed to that person’s rights or interest, whether by purchase, inheritance, operation of law or otherwise.

COUNTERPART LANGUAGE:

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged page of the counterparts may be discarded and the remaining pages assembled as one document.

(The remainder of this page intentionally left blank – Signatures follow on the next page)
SIGNATURE PAGE
QUIT CLAIM DEED WITH RESERVATIONS

DATE:

This Quit Claim Deed is dated this _____ day of September, 2019.

ELMHURST-CHICAGO STONE CO.  
a Delaware corporation

By: ____________________________  
    Jeffrey A. Brown, President

Attest: _________________________  
    Kathleen Finckle, Secretary

VILLAGE OF BOLINGBROOK  
an Illinois municipal corporation

By: ____________________________  
    ____________________________
    Its:

By: ____________________________  
    ____________________________
    Its:
STATE OF ILLINOIS  }
}ss
COUNTY OF DUPAGE}

I, ________________________, a Notary Public in and for said County in the State aforesaid do hereby certify that Jeffrey A. Brown, the President and Kathleen Finickle, Secretary of Elmhurst-Chicago Stcne Co., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for purposes therein set forth.

Given under my hand and official seal, this _____ day of September, 2019.

______________________________________________
Notary Public

My commission expires:

WILL COUNTY – ILLINOIS TRANSFER STAMP

EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45, PARGRAPh (b), REAL ESTATE TRANSFER ACT.

Date: September ____ 2019

______________________________________________
Signature of Buyer, Seller or Representative

Prepared by

Byron L. Faermark
Faermark & Williams, LLC
1900 S. Highland Ave., Suite 100
Lombard, IL 60148

Send Subsequent Tax Bills To:

Village of Bolingbrook
375 W. Briarcliff Rd.
Bolingbrook, IL 60440
STATE OF ILLINOIS

COUNTY OF_______

I, __________________________, a Notary Public in and for said County in the State aforesaid do hereby certify that _____________________, personally known to me to be the __________________________ of the Village of Bolingbrook and

____________________________ personally known to me to be the __________________________ of the Village of Bolingbrook, appeared before me this day in person and acknowledged that they signed this instrument in their respective capacities as the __________________________ and

____________________________ of the Village of Bolingbrook pursuant to authority granted to them by the Village Board of the Village of Bolingbrook.

Given under my hand and official seal, this _____ day of September, 2019.

___________________________________

Notary Public

My commission expires:
EXHIBIT “A”

Legal Description
EXHIBIT “B”
Permitted Exceptions