

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 7:30 P.M. See "Citizen's Guide" on last page.

**VILLAGE OF BOLINGBROOK
REGULAR MEETING
AGENDA FOR JANUARY 24, 2023**

MARY S. ALEXANDER-BASTA
Mayor

MARTHA M. BARTON
Village Clerk

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

TRUSTEES
MICHAEL T. LAWLER
MICHAEL J. CARPANZANO
TROY J. DORIS
JEAN M. KELLY
SHELDON L. WATTS
MARIA A. ZARATE

PLEDGE OF ALLEGIANCE:

- A. ROLL CALL:**
- B. APPROVAL OF MINUTES:**
 - 1. Regular Meeting of January 10, 2023**
- C. APPROVAL OF AGENDA:**
- D. APPROVAL OF APPOINTMENTS – BOARDS AND COMMISSIONS:**
- E. REPORTS OF OFFICERS:**
 - 1. Mayor**
 - 2. Public Comments - Agenda Items Only****

3. Staff

a. Bill Approval

- Bill Listing A - \$ 1,128,943.13
- Bill Listing B - \$12,712,195.14*

- Total \$13,841,138.27

*\$10,360,149.50 was for debt service payment due on January 1, 2023

b. Tax Receipts

1. October 2022 State Income Tax - \$677,490.65 – 19.8% Increase from a Year Ago
2. September 2022 Sales Tax - \$3,594,732.55 – 8.3% Increase from a Year Ago
3. October 2022 Motor Fuel Tax - \$252,256.94 – 7.4% Increase from a Year Ago
4. September 2022 State Administrative Fee – \$29,779.41

F. CONSENT AGENDA

1. Motion to Approve Visu-Sewer of Illinois as Lowest Bidder for 2023 Sanitary Sewer Manhole Sealing

- Four bid packages sent out - four returned
- Lowest bid of \$74,230.00
- Part of five year program to repair leaks of rainwater and ground water into the sanitary sewer system

- Budgeted \$81,920.00* - \$7,690.00 under budgeted amount
- *Part of \$500,000.00 budget that also includes smoke testing, engineering, and repair

- Reviewed and approved by Public Services Committee

2. Motion to Approve Hoerr Construction as Lowest Bidder for 2023 Sanitary Sewer Lining

- Four bid packages sent out - four returned
- Lowest bid of \$277,450.00
- Part of five-year program to repair leaks of rainwater and ground water into the sanitary sewer system
- Budgeted \$228,350.00* - \$49,100.00 over budgeted amount
*Part of \$500,000.00 budget that also includes smoke testing, engineering, and repair
- Reviewed and approved by Public Services Committee

G. RESOLUTIONS

1. Resolution (23R-005) Approving a Lease Agreement with Zoll Medical Corporation for Cardiac Monitors

- Current models are becoming obsolete
- For ambulances and fire engines
- Monitors offer "real-time data" that goes directly to the hospital
- Lease agreement is for 120 months (10 years)
- Budgeted \$86,800.00 per year - \$2.21 under budgeted amount
- Reviewed and approved by Public Safety Committee

2. Resolution (23R-006) Approving a Change Order for the Kings Road Design Contract with ESI Consultants. Ltd. (Rodeo Drive to Remington Boulevard)

- Additional survey hours, drafting time and design effort for intersection improvements
- Cost \$85,870.00
- Kings Road; from Rodeo Drive to Remington Boulevard
- Reviewed and approved by Public Services Committee

3. Resolution (23R-007) Approving an Amended Proposal for the Town Center Tunnel Mosaic Project with Green Star Movement

- Original project approved 21R-074
- Vendor is Green Star
- Additional work/cost based on final design and measurements of wall
- Increase of \$14,722.00

- Reviewed and approved by Public Services Committee

H. ORDINANCES

1. Ordinance (23-004) Amending Chapter 6 of the Bolingbrook Village Code Decreasing Class "C-10" from One (1) to Zero (0) and Increasing Class "C-10" from Zero (0) to One (1) Master Axe, LLC (623 E. Boughton Rd #150)

2. Ordinance (23-005) Amending Chapter 32 "Law Enforcement" of the Bolingbrook Village Code (Police Department)

3. Ordinance (23-006) Approving Waiver of Electrical Fence Prohibition – 273 Marquette Drive (Truck Service Point)

- I. PUBLIC COMMENTS – GENERAL**
- J. TRUSTEES' COMMENTS AND REPORTS:
- K. EXECUTIVE SESSION:
- L. ADJOURNMENT:

Approval for Submission:



Elizabeth Shine
Village Attorney

Odelson, Sterk, Murphey,
Frazier, McGrath, Ltd.

CITIZEN'S GUIDE TO ADDRESSING THE VILLAGE BOARD

Anyone wishing to speak under Agenda Section E (2) "Public Comments - Agenda Items Only" or Agenda Section I "Public Comments – General" must adhere to the following guidelines:

- 1) Please announce your name and address before commenting – all comments are limited to three (3) minutes and each citizen will only be permitted to speak once.**
- 2) At the Village Board meeting, all speakers must address their comments to the Mayor.**

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK – JANUARY 10, 2023

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 7:30 p.m. on January 10, 2023, in Bolingbrook, Illinois, by Mayor Mary S. Alexander-Basta.

PLEDGE OF ALLEGIANCE:

Mayor Mary S. Alexander-Basta requested Scott Fagust, to lead the pledge to the Flag.

ROLL CALL:

Village Clerk, Martha M. Barton, called the roll:

Present were: Mayor Mary S. Alexander-Basta, Trustees Michael T. Lawler, Troy J. Doris, Jean M. Kelly, Sheldon L. Watts, and Maria A. Zarate.

Absent: Trustee Michael J. Carpanzano.

Also present were:

Village Clerk, Martha M. Barton; Village Attorney, Burt Odelson; Co-Administrators, Ken Teppel and Lucas Rickelman; Planning and Zoning Administrator, Matt Eastman; Fire Chief, Jeff LaJoie; Chief Information Officer, James Farrell; and Police Chief, Michael Rompa.

Absent: Finance Director, Rosa Cojulun.

JOURNAL OF PROCEEDINGS:

Motion Watts, second Zarate to approve the minutes of the regular meeting of December 13, 2022, as submitted by the Village Clerk.

Voice vote. Motion carried.

APPROVAL OF AGENDA/ADDITIONS:

Village Attorney Odelson indicated that there was one change to the Agenda, deleting Item 1.a.1. under Section E, as the representative from the Buccaneers was not going to be present for the meeting.

Motion Lawler, second Kelly to approve the Agenda as revised.

Voice vote. Motion carried.

APPROVAL AND SWEARINGS-IN OF APPOINTMENTS – BOARDS AND COMMISSIONS:

1. Beautification Commission - New Appointments
 - Jill Olson – Commissioner, Two Year Term
 - Maria Velasquez-Gloeckle – Commissioner, Two Year Term

Mayor Basta conducted the swearings-in.

2. Fire and Police Board - New Appointments
 - Reymundo Aguayo – Commissioner, Three Year Term
 - Sandra Baldassano – Secretary, One Year Term

Mayor Basta conducted the swearings-in.

Swearing-In Only:

- Kevin Johnson – Commissioner, Three Year Term
Reappointed at Meeting of October 11, 2022

Mayor Basta conducted the swearing-in.

3. Historic Preservation Commission - New Appointment
 - Edward Bouley – Commissioner, Two Year Term

Mayor Basta conducted the swearing-in.

REPORTS OF OFFICERS:

a. (Presentation - deleted)

b. Public Hearing

Re. First Amendment to Annexation Agreement - Pulte Property (Sawgrass Townes) –
11349 S. Naper/Plainfield Road

c. Motion for Appointment:

1. Matt Eastman – Director of Community Development
Motion Watts, second Lawler to appoint.
Roll Call vote: Motion carried.

Mayor Basta conducted the swearing-in.

2. Andres Orrego – Director of Public Works
Motion Lawler, second Doris to appoint.
Roll Call vote: Motion carried.

Mayor Basta conducted the swearing-in.

PROCLAMATIONS:

None

PUBLIC COMMENTS:

None

BILL APPROVAL:

Motion Lawler, second Kelly to approve expenditures submitted as:

Bill Listing A – Payables in the amount of \$1,755,124.36

Bill Listing B – Prepays in the amount of \$1,393,399.53

Total: \$3,148,523.89.

(Copies were made available in the Finance Department, Clerk's Office, and on the Village website.)

ROLL CALL:	Yea	5	Doris, Kelly, Lawler, Watts, Zarate
	Nay	0	None
	Absent	1	Carpanzano
	Abstentions	0	None

Motion carried.

CONSENT AGENDA:

1. PC 22.23 Acceptance of Plan Commission Report Regarding Rezoning from B-3 to I-1 and I-1 to B-3 and an Amendment to a Special Use Permit for a Planned Development with Variances and Final Plat of Subdivision, Drew Enterprises/Prologis, 553 E. South Frontage Road and 254 Internationale Boulevard, Paul Lombardo, Drew Enterprises and Melissa Ramon, Prologis; Applicant.

2. Ordinance (23-003) Amending Chapter 6 of the Bolingbrook Village Code Decreasing Class "C-7" (Farmer's Market) from One (1) to Zero (0) August Hill Winery – 631 E. Boughton Rd.

Motion Watts, second Kelly.
Roll Call Omnibus vote: Motion carried.

MOTIONS: None

RESOLUTIONS:

23R-001

AUTHORIZING THE PURCHASE OF KEY SECURE BOXES FROM KNOX COMPANY (FIRE DEPARTMENT):

Motion Doris, second Watts to adopt a Resolution authorizing the purchase of key secure boxes from Knox Company (Fire Department).

The fire department needs new key boxes as the current boxes in vehicles are obsolete, parts are unavailable for repairs and each box needs to be "touched" to update. Now the boxes will be updated through WiFi. The annual cloud fee will be added to the budget moving forward. A total of 22 vehicles will be fitted for the boxes, 17 front line vehicles and 5 staff vehicles. This was Reviewed and Approved by Public Safety Committee.

Trustee Lawler added that he appreciated the detailed explanation that was provided at the committee level.

ROLL CALL:	Yea	5	Doris, Kelly, Lawler, Watts, Zarate
	Nay	0	None
	Absent	1	Carpanzano
	Abstentions	0	None

Motion carried.

23R-002

APPROVING LICENSE AGREEMENT BETWEEN THE VILLAGE AND RACHEL SMITH (LANGFORD DRIVE):

Motion Watts, second Lawler to adopt a Resolution approving license agreement between The Village and Rachel Smith (Langford Drive).

The resident at 420 Langford Drive is replacing their fence which currently is on a portion of the Village's lot. The encroachment has been there for many years and does not affect the sidewalk or roadway. This agreement permits the licensee's fence to encroach on the Village's land, allowing it to remain and the replacement fence to be constructed on Village property. The Agreement is for twenty-five years but may be terminated by either party with 120-day notice. The homeowner also agrees to maintain the property and add the Village as an additional insured on their homeowners' insurance policy.

Comments:

Trustee Kelly inquired whether there is precedent for this action. Co-Administrator Rickelman indicated that this has been done before in the Village, if the underground utilities are not affected. He further explained that this action did not need to go before the Zoning Board of Appeals first because the homeowner came directly to the board with the request; not after being "caught" encroaching on Village property without permission.

ROLL CALL:	Yea	5	Doris, Kelly, Lawler, Watts, Zarate
	Nay	0	None
	Absent	1	Carpanzano
	Abstentions	0	None

Motion carried.

23R-003

APPROVING PURCHASE OF 2023 CHEVROLET TAHOE FROM ADVANTAGE CHEVROLET (POLICE DEPARTMENT):

Motion Kelly, second Doris to adopt a Resolution approving purchase of 2023 Chevrolet Tahoe from Advantage Chevrolet (Police Department):

Last month the Village authorized the purchase of a Ford or Chevy Silverado truck for the police department. Therefore, this Resolution repeals (22R-093) passed last month and authorizes the purchase of this new vehicle instead. The current market for vehicles is in high demand. Recent updates include the manufacturers having cancelled all public safety orders and these orders must be resubmitted for any consideration. Therefore, the Village is at the mercy of the vendor stock. However, Advantage Chevrolet has a 2023 Tahoe that would fit the department's needs. The total cost will still be \$77,000. The equipment will be from Fleet Safety of Naperville (\$15,000), the installer will be CAMZ Communications (\$4,295) and the exterior decals is by Modagraphics, Wheeling IL (\$2,000). The old vehicle will be repurposed for other use after repairs are made.

ROLL CALL:	Yea	5	Doris, Kelly, Lawler, Watts, Zarate
	Nay	0	None
	Absent	1	Carpanzano
	Abstentions	0	None

Motion carried.

23R-004

APPROVING THE PURCHASE OF VINYL FLOORING FROM HIGH QUALITY FLOORING FOR COMMUNITY CENTER (201 CANTERBURY LANE, SUITE A):

Motion Watts, second Kelly to adopt a Resolution approving the purchase of vinyl flooring from high quality flooring for Community Center (201 Canterbury Lane, Suite A):

The carpet in the community center is worn and in need of replacement. The lowest proposal was from High Quality Flooring which is a local vendor. The new flooring will be vinyl and will be much easier to clean and maintain. The total cost is \$48,375.00. This was Reviewed and Approved by Public Services Committee.

ROLL CALL:	Yea	5	Doris, Kelly, Lawler, Watts, Zarate
	Nay	0	None
	Absent	1	Carpanzano
	Abstentions	0	None

Motion carried.

ORDINANCES:

23-001

APPROVING AN AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF BOLINGBROOK AND DONNA L. MALY AS TRUSTEE OF THE WALTER P. BOUGHTON TRUST UNDER DECLARATION OF TRUST DATED JANUARY 18, 1991, AND BOUGHTON MATERIALS, INC (“OWNERS”) AND PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY (“DEVELOPER”) FOR SAWGRASS TOWNES:

Motion Lawler, second Watts to pass an Ordinance approving an amendment to the Annexation agreement between the Village of Bolingbrook and Donna L. Maly as Trustee of the Walter P. Boughton Trust under declaration of Trust Dated January 18, 1991, and Boughton Materials, Inc (“Owners”) and Pulte Home Company, LLC, a Michigan Limited Liability Company (“Developer”) for Sawgrass Townes.

This is the first amendment to the Annexation Agreement. It is necessary to amend the agreement in order to grant an extension of the 240-day time period within which the Developer must obtain fee simple title to the property which is the subject of the Annexation Agreement. The need for the additional time is in order for the owners and the developer to obtain approval from the Illinois Commerce Commission to allow Illinois American Water Company the right to provided water service.

ROLL CALL:	Yea	5	Doris, Kelly, Lawler, Watts, Zarate
	Nay	0	None
	Absent	1	Carpanzano
	Abstentions	0	None

Motion carried.

ORDINANCE 23-002

APPROVING REZONING AND AN AMENDMENT TO A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES AND A FINAL PLAT OF SUBDIVISION (DREW ENTERPRISES/PROLOGIS - 535 E. SOUTH FRONTAGE ROAD AND 254 INTERNATIONALE BLVD.):

Motion Kelly, second Zarate to pass an Ordinance approving rezoning and an amendment to a Special Use Permit for a Planned Development with Variances and a Final Plat of Subdivision (Drew Enterprises/Prologis – 535 E. South Frontage Road and 254 Internationale Blvd.)

The applicant is seeking to rezone and subdivide the property as part of a land swap between these two neighboring property owners. The zoning for one lot will go from B-3 to I-1 and the other lot will go from I-1 to B-3. The rezoning will be conditioned upon the final plat of subdivision being approved.

ROLL CALL:	Yea	5	Doris, Kelly, Lawler, Watts, Zarate
	Nay	0	None
	Absent	1	Carpanzano
	Abstentions	0	None

Motion carried.

COMMENTS/QUESTIONS FROM THE AUDIENCE/PRESS:

None

COMMENTS AND REPORTS:

CLERK BARTON:

- Announced that registered voters can now apply for a Vote by Mail ballot as of January 1st, and provided website information for both Will and DuPage Counties for an application.
- Reminded residents that if they are not registered to vote, they can do so at Village Hall in the Clerk’s office during regular business hours, if they reside in Will County. Residents in DuPage County can register to vote on the DuPage County Clerk’s website.
- New this year: applications for permanent Vote by Mail ballots.

CO-ADMINISTRATORS:

- Rickelman congratulated Matt Eastman on his new title, and welcomed Andres Orrego, saying he will “do good things and be a great addition” to the Village.
- Teppel welcomed Rey Aguayo to the Fire and Police Board, thanked Sandy Baldassano for stepping up as secretary, and congratulated and welcomed the rest of the new Commissioners.

LAWLER:

- Wished everyone a Happy New Year.
- Thanked all of the residents who stepped up to serve on Commissions.
- Congratulated Matt Eastman for his appointment to the position as Director of Community Development. He mentioned his appreciation for Matt’s quick responses, good information, and support whenever asked.
- Welcomed Andres Orrego as newly-appointed Director of Public Works.
- Extended kudos to Mayor Basta for this year’s Santa Send-off with its spirit of community and the holidays.
- Mentioned the annual State of the Village luncheon, hosted by the Bolingbrook Area Chamber of Commerce on February 2nd at 11:00 a.m. at the Bolingbrook Golf Club.

KELLY:

- Extended her congratulations and thanks to the new Commissioners.
- Congratulated Matt Eastman and Andres Orrego.
- Mentioned the Junior Stars Winter Wonderland Adult Prom on Saturday, February 11th at the Bolingbrook Hilton Garden Inn.

DORIS:

- Congratulated all of the new Commissioners and both Andres Orrego and Matt Eastman for their appointments.
- Announced the Non-Profit Coalition's Valentine's Day dinner at the Bolingbrook Golf Club on Valentine's Day.

WATTS:

- Extended his wishes for a Happy New Year, and his appreciation for how the community came together in the spirit of the holidays with numerous activities and initiatives to help those less fortunate.
- Mentioned his thanks and congratulations to those who stepped up as Commissioners.
- Congratulated Matt Eastman and wished him continued success and growth.
- Announced the United Cerebral Palsy's *26th Annual Great Chef's Tasting Party & Auction* fundraiser on Sunday, March 5th at the Bolingbrook Golf Club.

ZARATE:

- Wished everyone a Happy New Year.
- Congratulated all who were sworn in at the meeting, and thanked them for stepping up.
- Expressed her appreciation for all who helped out in the community during the holidays, and gave special recognition to Mary for the Santa Send-off and for making it happen.
- Announced the Bolingbrook Park District's WinterFest, to be held at the BPD Annerino Center on Saturday, February 4th

MAYOR BASTA:

- Mentioned that with the holidays over, and the beginning of the New Year, "we're back!", and requested that we all support our local not-for-profits.
- Announced the *Together We Serve* event on January 25th at the Bolingbrook Community Center

ADJOURNMENT:

Motion Lawler, second Watts to adjourn the meeting.

Voice Vote. Motion carried and meeting adjourned at 8:27 p.m.

Mary S. Alexander-Basta
MAYOR

ATTEST:

Martha M. Barton
VILLAGE CLERK

Biography

Matthew Eastman

In 2002, Matt graduated from St. Rita High School in Chicago. He then went on to earn a Bachelor of Arts in Urban Planning from the University of Illinois in 2006.

Over the last 16 years, Matt has been dedicated to contributing to the development of the Bolingbrook community. He began his career by serving as a Planner from 2006 to 2015, before being promoted to serve as the Village's Planning & Zoning Administrator in 2015 and eventually becoming the Assistant to the Administrator for Community Development in 2020, all the while serving as the Grants Coordinator.

As the Planning & Zoning Administrator, Matt has gained valuable experience in developing and implementing strategies for the Village of Bolingbrook. He acts as the project manager for commercial, industrial, and residential developments, coordinating planning project reviews and meeting with potential developers in the community. These experiences, along with the relationships and connections he has made, have allowed him to gain invaluable knowledge and confidence in his professional career.

In addition, Matt is responsible for the implementation of the Community Development Block Grant program, which provides Bolingbrook with added resources to address a wide range of unique community needs in low and moderate-income areas.

Director of Community Development

January 20, 2023

7:30 pm

Matt and his wife of 10 years, Therese, have two sons, Andrew (11) and Charlie (8), and moved to Bolingbrook back in 2017. In his “free time,” Matt enjoys spending time with his family, coaching both of his sons in baseball and basketball, and playing 16-inch softball.

Matt was awarded Employee of the Year (2016) by his peers for his vital role in the community development of the village. His commitment to the organization is a great example of how to make the Public Services and Development department better every day.

Village of Bolingbrook

Andres Orrego—Director of Public Works 2023

Andres graduated from East Leyden High School located in Franklin Park, IL. He attended Marquette University in Milwaukee, Wisconsin where he majored in Civil Engineering.

Andres started working for local government as a seasonal employee for the Recreation Department of the Village of Schiller Park. He left the public sector while attending college and eventually returned the Village of Schiller Park Recreation Department.

While with the Recreation Department, Andres was offered the opportunity to work for the Public Works in Schiller Park as a maintenance worker. He accepted the position reluctantly because he knew little about Public Works. As a maintenance worker, Andres fixed water main breaks, replaced water meters, and assisted with snow and ice removal. When the fiscal year was approaching, he had to decide: would he stay in Public Works or go back to the Recreation Department?

After much consideration, Andres decided that he was better suited for Public Works. At this point, the Director of Public Works asked Andres to work on

different tasks such as: invoicing, putting together board memos, and writing IEPA loan/grant applications.

In July 2021, Andres accepted the role as the Assistant Director of Public Works for the Village of Barrington. 9 months later, he would become the Acting Director of Public Works and would oversee \$7 million dollars in capital projects and an \$8 million-dollar operating budget.

After gaining a more in depth understanding of local government, Andres wanted the opportunity to become a Director of Public Works. When the opening became available for the Village of Bolingbrook, he applied, interviewed, and accepted the position as the Director of Public Works.

Andres' home life is filled with his wonderful girlfriend, Kelli, and their 9-month daughter, Gianna. Additionally, he has a close-knit relationship with his parents, Angela and Mike. Andres recognizes that a large portion of his success is due to this excellent core of people.

Andres' hobbies include playing basketball, making hot sauce, and public speaking. He hopes to present at PWX in San Diego this year for creating a free daily work order tracking system during his time with the Village of Barrington.

CONSENT AGENDA

BID NUMBER: 23-04	Bid Date 12-15-22	Bid Description : SANITARY SEWER MANHOLE SEALING
-------------------	-------------------	--

This will verify that at 9:15 a.m. on the 15TH of December sealed bids for the
SANITARY SEWER MANHOLE SEALING

were opened and read aloud in accordance with Ordinance 81-43. This form and all bids have been forwarded to the appropriate

Signed : _____

VENDOR	PRESENT	BID BOND	TOTAL BID AMOUNT
STRUCTURED SOLUTIONS LLC	NO	YES	\$ 75,588.00
PO BOX 391			
UNION CITY, IN			
VISU-SEWER OF ILLINOIS	NO	Yes	\$ 74,230.00
9014 S Thomas avenue			
Bridgeview, IL 60455			
708 237 0340			
NATIONAL POWER RODDING	NO	YES	\$ 150,244.00
2500 WEST ARTHINGTON STREET			
CHICAGO ,IL 60612			
KIM CONSTRUCTION CO.INC.	NO	YES	\$ 101,284.00
PO BOX 276			
3142 HOLEMAN			
STEGER, IL			

SUCCESSFUL VENDOR: VISU - SEWER OF ILLINOIS

TOTAL BID AMOUNT: \$ 74,230

AMOUNT +/- BUDGET: \$ 7,690

NO. OF BIDS SENT OUT/BIDS RETURNED

4 SENT 4 RETURNED

BID CERTIFICATION FORM

BID NUMBER: 23-03	BID DATE: 15-Dec-22	Bid Description: Sanitary Sewer LINING -CIPP
--------------------------	----------------------------	---

This will verify that at 9:00 a.m. on the 15TH of December sealed bids for the

Sanitary Sewer LINING -CIPP

were opened and read aloud in accordance with Ordinance 81-43. This form and all bids have been forwarded to the appropriate

Signed: _____

VENDOR	PRESE	BID BOND	TOTAL BID AMOUNT
BENCHMARK CONSTRUCTION	Yes	Yes	\$ 338,295.00
2260 Southwind Blvd Bartlett, IL 60103			
National Power Rodding	No	Yes	\$ 392,669.10
2500 West Arlington Street Chicago, IL 60612 (800) 621-4342			
HOERR CONSTRUCTION	No	Yes	\$ 277,450.00
1416 COUNTY ROAD N GOODFIELD, IL 61742			
Visu-Sewer	NO	Yes	\$ 396,020.00
9014 Thomas DR Bridgeview, IL 60455			

SUCCESSFUL VENDOR: HOERR CONSTRUCTION

TOTAL BID AMOUNT: \$ 277,450.00

AMOUNT +/- BUDGET: \$ 49,100.00

NO. OF BIDS SENT OUT/BIDS RETURNED 4 SENT 4 RETURNED

RESOLUTIONS

RESOLUTION 23R-

RESOLUTION APPROVING A LEASE AGREEMENT WITH ZOLL MEDICAL CORPORATION FOR CARDIAC MONITORS

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 it is necessary to purchase cardiac monitors to replace the monitors that have become obsolete; and

WHEREAS, the Mayor and Board of Trustees believe, and hereby declare, that it is in the best interests of the public safety of the Village to lease cardiac monitors for use by the Fire Department from Zoll Medical Corporation, pursuant to the terms and conditions of the agreement attached hereto and made a part hereof Exhibit 1.

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 Mayor and Board of Trustees shall, and do hereby, approve leasing ten (10) Cardiac Monitors from Zoll Medical for a term of ten (10) years at a rate of \$86,797.79 per year, in accordance with the Agreement which are attached hereto as Exhibit 1 and made a part hereof, and the Mayor and Village Clerk shall be and they are hereby authorized and directed to execute and attest said lease agreement in substantially the form attached hereto.

SECTION TWO: All policies and resolutions of the Village in conflict with this Resolution shall be and they are hereby repealed.

SECTION THREE: 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 JANUARY 2023.

YEAS:

NAYS:

ABSENT:

ABSTENSIONS:

APPROVED THIS __ DAY OF JANUARY 2023.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF
THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON
JANUARY __, 2023.

COUNTERPART NO. _____ TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

Schedule Number _____

MASTER LEASE AGREEMENT SCHEDULE

ZOLL Medical Corporation ("Lessor") and Bolingbrook Fire Department, ("Lessee") are parties to the Master Lease Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE

A. Description of Items of Leased Equipment are listed on Exhibit A Equipment List attached hereto.

B. Initial Term: 120 Months

2. Lease Amount: \$ 86,797.79 (excluding any applicable taxes)

Amount is payable: in arrears ___ monthly ___ quarterly X annually (check one)

Lessee shall pay Lessor the Rent payment specified above for the length of the Initial Term within thirty (30) days after the delivery of the Equipment and monthly thereafter on the same date or on the last day of the calendar month if the month does not contain that date.

ZOLL will provide a one-time replacement option for each category of device. Within the first sixty (60) months of the Lease, Lessee may replace all capital equipment provided under Exhibit A for the then available version of the corresponding device or, should a new platform be available, with the new platform of like configuration. A second allotment of accessories and disposables will be provided, in the same quantity as the original order, within ninety (90) days of the sixtieth (60th) month of the agreement. As part of their one-time replacement option, Lessee may elect to replace all categories of equipment simultaneously or separately. However, each category of equipment (i.e. Vents, AP, X Series) must be replaced in full at the same time. For example, if Customer has five (5) Vents, they may not replace one (1) at a time, they must replace all five at the same time. For clarity, it should be noted that the initial term of this Agreement is 10-years for all items including subscriptions. All quoted items, including subscriptions and purchased warranties, may also be extended or transferred to any new equipment leased under the terms of this paragraph. Any additional items not listed in Exhibit A are the financial responsibility of Lessee.

3. LEASE PACKAGE: (if no blank is checked, Lessor will return the Equipment as provided in Section 5 at the end of the Initial Term)

___ Rental X Fair Market Value

4. EQUIPMENT LOCATION: _____

5. LESSEE'S END-OF-LEASE-TERM OPTIONS.

- (a) Rental. If the Rental option is selected above, and unless Lessee delivers to Lessor a termination notice ninety (90) days before the expiration of the relevant term, the initial term shall, without any additional notice or documentation, be automatically extended for successive calendar months ("Renewal Term") with respect to all items of equipment then subject to this Rental through the end of the month falling at least ninety (90) days after the date the Lessee shall have delivered to Lessor a termination notice with respect to this Rental. For each calendar month of the then-applicable Renewal Term, Lessee shall pay to Lessor rent in an amount equal to the monthly rent payment in effect immediately prior to such extension (or the appropriate pro rata portion of the rent payment then in effect in the case of rent payable other than on a monthly basis), and all other provisions of the Master Agreement and this Schedule shall continue to apply.
(b) Fair Market Value Option. If the Fair Market Value option is selected above, upon expiration of the Term and provided that the Lease has not been terminated early by Lessor and Lessee is in compliance with the Lease in all respects, Lessee may purchase all (but not less than all) of the Equipment, for the purchase amount that represents the Fair Market Value as defined in Section 8 of the Master Agreement (plus all applicable Taxes), which amount shall be due and payable on or before the last day of the then-applicable Term. If the Lessee does not elect to purchase the Equipment for the purchase amount, the Lessee may either (a) return the Equipment in accordance with Section 5 of the Master Agreement, or (b) continue making payments in an amount equal to the rent payment obligations in effect immediately prior to the end of the Initial Term and all other provisions of the Master Agreement and this Schedule shall continue to apply. In the event of option (b) where Lessee continues making rent payments, a Renewal Term will apply and will continue through the end of the calendar month falling at least ninety (90) days after the date the Lessee shall have delivered to Lessor a termination notice during the Renewal Term with respect to this Lease. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Units of Equipment, Lessor shall, at Lessee's expense, select an independent appraiser to conclusively determine such amount.

IF LESSEE SHALL HAVE SELECTED PURCHASE OPTION B ABOVE WITH RESPECT TO A LEASE, BUT SHALL HAVE SUBSEQUENTLY FAILED TO COMPLY WITH ITS OBLIGATIONS ARISING FROM ITS ELECTION, THEN THE THEN-APPLICABLE TERM OF THIS LEASE SHALL, WITHOUT ANY ADDITIONAL NOTICE OR DOCUMENTATION, BE AUTOMATICALLY EXTENDED FOR A RENEWAL TERM WITH RESPECT TO ALL ITEMS OF EQUIPMENT AS TO WHICH LESSEE SHALL HAVE SO FAILED TO COMPLY WITH ITS OBLIGATIONS THROUGH THE END OF THE CALENDAR MONTH IN WHICH LESSEE SHALL HAVE COMPLIED WITH SUCH OBLIGATIONS. FOR EACH CALENDAR MONTH OF THE RENEWAL TERM, LESSEE SHALL PAY TO LESSOR RENT IN AN AMOUNT EQUAL TO THE MONTHLY RENT PAYMENT IN EFFECT IMMEDIATELY PRIOR TO SUCH EXTENSION (OR THE APPROPRIATE PRO RATA PORTION OF THE RENT PAYMENT THEN IN EFFECT IN THE CASE OF RENT PAYABLE OTHER THAN ON A MONTHLY BASIS), AND ALL OTHER PROVISIONS OF THE MASTER AGREEMENT AND THIS SCHEDULE SHALL CONTINUE TO APPLY.

Notwithstanding any of the provisions of this Section 5 to the contrary, if any Lessee Default shall have occurred and be continuing at any time during the last 90 days of the then-applicable Term of this Lease, Lessor may cancel any Renewal Term or optional or other automatic extension of the then-applicable Term immediately upon written notice to Lessee.

6. ADDITIONAL PROVISIONS: _____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

LESSEE: Bolingbrook Fire Department

LESSOR: ZOLL Medical Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Equipment List

Part #	Product Description	Qty
601-2231112-01	X Series @Advanced Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/defibrillator/ printer, comes with Real CPR Help®, TBI Dashboard™, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: •MFC cable •MFC CPR connector •A/C power adapter/ battery charger •A/C power cord •One (1) roll printer paper •6.6 Ah Li-ion battery •Declaration of Conformity •Operator's Manual •Quick Reference Guide • One (1)-year EMS warranty	10
8707-000502-01	Accessory carry case, Printer Chute with Single Zipper, X Series	10
8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	10
8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	10
8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	10
8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	10
8000-0580-01	Six hour rechargeable Smart battery	20
8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	5
300-000676	OneStep Cable, X Series	10
8009-0020	CPR-D Padz and CPR Stat Padz Connector for R Series	10
8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted. Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, well as ECG, shocks, EtCO2 and SpO2 vital signs.	10
8778-89044-WF	Worry-Free Service Plan, 4 Years, On-Site. Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Accidental Damage Coverage: Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Battery Replacement Program: Batteries must be maintained per ZOLL's recommended maintenance program. -Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or on-site field service technician.	10
5001-9928	ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In	6
6008-9901	ZOLL EMS X Series Trade-In	4

ZOLL ONE PROGRAM

Master Agreement Number CW2233838

RESOLUTION 23R-

RESOLUTION APPROVING A CHANGE ORDER FOR THE KINGS ROAD DESIGN CONTRACT WITH ESI CONSULTANTS, LTD. (RODEO DRIVE TO REMINGTON BOULEVARD)

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 scope of work has increased as the project progressed thereby requiring an adjustment to the design budget; and

WHEREAS, the Mayor and Board of Trustees find that approval of the Change Order to ESI Consultants, Ltd. for the additional work required is germane to the original project and is necessary and in the best interests of the Village and its residents.

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 authorize and approve the Change Order from ESI Consultants, Ltd. in an amount not to exceed \$85,870.00.

SECTION THREE: Any policy or resolution 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 by two-thirds (2/3) the Trustees in the manner provided by law.

PASSED THIS __ DAY OF JANUARY 2023.

AYES:

NAYS:

ABSENT:

ABSTENSIONS:

APPROVED THIS __ DAY OF JANUARY 2023.

MAYOR

ATTEST:

VILLAGE CLERK



ESI Consultants, Ltd.
Excellence, Service, Integrity

Mr. Tom Pawlowicz, P.E.
Village Engineer
Village of Bolingbrook
375 W. Briarcliff Road
Bolingbrook, Illinois 60440

January 20, 2021 (rev. 10/6/22)

Re: Proposal for Supplemental Engineering Services
Roadway Improvements
Kings Road – Rodeo Drive to Remington Boulevard
Bolingbrook, Illinois

Dear Mr. Pawlowicz:

ESI Consultants, Ltd. (ESI) is resubmitting this proposal for additional engineering services as required to complete the Kings Road project between Rodeo Drive and Remington Boulevard.

Included in this submittal is the project understanding, scope of services, and cost estimate of consultant services (CECS). Note that per your request, this effort only includes Phase 2 engineering services.

ESI proposes to perform these additional services as detailed in the attached documents for a not-to-exceed fee of \$85,870.

If you have any questions or comments, please feel free to call Mark Reznicek directly at (630) 420-1700 ext. 2103 or by e-mail at mreznicek@esiltd.com.

Sincerely,

ESI Consultants

A handwritten signature in black ink that reads "Mark Reznicek" followed by a small "es" in the bottom right corner of the signature.

Mark Reznicek, P.E.
Senior Project Manager

PROJECT PROPOSAL

I. PROJECT UNDERSTANDING

The Village of Bolingbrook approved an agreement on March 28, 2017 with ESI Consultants, Ltd to perform engineering services for the improvement of Kings Road from Rodeo Drive to Remington Boulevard. The Village instructed ESI to utilize the Village of Bolingbrook's standard 3-lane cross-section which included a 15-foot wide raised median and one 16-foot lane in each direction that would accommodate a bike lane along the side.

ESI prepared preliminary plans based on these dimensions. Subsequently, the Village advised ESI that the median would need to be reduced to 12 feet in width to match the typical section for Kings Road north of Rodeo Drive which had been approved by IDOT. This geometric change required updates to the typical sections and the various plan sheets including but not limited to the plan and profiles, drainage and utilities, pavement striping plans, and erosion control plans. These updates were performed and included in ESI's submittal of the preliminary plans on August 4, 2020.

Subsequently, in a meeting with Village staff on 11/18/2020 and follow-up discussions, ESI was asked to perform the following additional services:

- Modify the Remington Drive plans to incorporate a bicycle lane along the westbound lane approaching Kings Road.
- Minimize the removal of parkway trees along the west parkway by eliminating the proposed sidewalk and evaluating alternative parkway side slopes.
- Incorporate the culvert crossings (2) as forwarded to ESI via the Village's email of December 16, 2020.

The Village of Bolingbrook does not desire any preliminary engineering services to be added to the scope.

II. SCOPE OF SERVICES

PHASE 2 ENGINEERING / PLAN PREPARATION – ADDITIONAL EFFORT

1. Pick-Up Survey
Pick-up survey is required at the north end of the project where the intersection of Kings Road at Rodeo Drive was recently reconstructed as a round-a-bout. (32 hours)
2. Phase 2 Engineering – Cross Section Change
 - a. Plan Updates – Effort previously completed to update plans to reflect revised typical cross sections (164 hours). This includes adjustments to geometrics, callouts, and shaded areas to the following sheets:
 - Typical Sections (2)
 - Plan and Profile (9)
 - Erosion Control (5)
 - Drainage Plan and Profile (9)
 - Drainage Outfalls (1)
 - Pavement Marking and Signing Sheets (5)
 - Landscaping (5)
 - Lighting (5)
3. Phase 2 Engineering – Additional Effort
 - a. Remington Boulevard Bicycle Lane – Modify the plan sheets for Remington Boulevard east of Kings Road to include a 5' bike lane along the north side of the roadway. Revised sheets include but are not limited to the plan and profiles, drainage and utilities, pavement striping plans, and erosion control plans. (104 hours)
 - b. West Parkway Alternatives / Sidewalk Elimination - To minimize tree removal, the Village has instructed ESI to remove the proposed sidewalk from the plans. ESI will also evaluate alternative side slopes behind the proposed curb and gutter adjacent to the Bolingbrook Golf Course Maintenance Facility and Practice Center where excessive cuts or fills may adversely impact the root zones of existing trees. Total length of parkway where existing trees may be impacted is approximately 400 feet. (44 hours)
 - c. Drainage Updates – Scope Eliminated (0 hours)
 - d. Culvert Crossings (Regional Detention) – Revise drainage plans to incorporate two culvert crossings as proposed in the Lily Cache Regional Detention report and forwarded to ESI via the Village's email of December 16, 2020. These culverts will accommodate drainage flows from outside of the ROW/project limits. Nominal effort (36 hours) will be required for the preparation of culvert plans, sections and details including the use of separate standard size manholes at the ends of each culvert. Structure design is not anticipated.

PROJECT PROPOSAL

- e. Cross Section Updates – Revise cross sections to reflect the Remington Road and Kings Road geometric modifications noted in paragraphs a. and b. above. (80 hours)
 - f. Nominal hours (12) have been included to update the quantities in the engineer's opinion of probable construction cost which reflects all of the above-mentioned plan updates for the final plan submittal.
- 4. Permitting – Design and Coordination
Scope eliminated
 - 5. Right-of-Way / Plats of Dedication
Scope eliminated
 - 6. Geotechnical Services
Scope eliminated
 - 7. Phase 2 Administration/Management and Village Coordination
Includes coordination for staff assignments, invoicing, scheduling, and coordination with Village staff. Includes attendance at up to 3 additional coordination meetings and monthly status update reports provided to Village during Phase 2 activities.

PROJECT PROPOSAL

III. EXCLUSIONS

ESI's services under this proposal assume the following:

- Up to 3 meetings with the Village of Bolingbrook and other agencies are included
- All permitting is through the Village of Bolingbrook
- All fees for permit applications shall be the responsibility of the Village of Bolingbrook
- A single set of construction documents is to be prepared. Multiple bid phases and bid packages are not included.
- ESI shall provide 1 set of reproducible plans to the Village. Additional reproduction and distribution of plans, specifications and forms for bidding and construction is by the Village of Bolingbrook
- Plans and studies are to be completed based upon the IDOT and MUTCD standards current at the time of this proposal.

The following tasks are not included in the scope of work:

- Intersection Design Studies for Traffic Signal Installation
- Land Acquisition Services
- Traffic Signal Plans and Traffic Signal Interconnect Plans
- Construction Staking
- Construction Phase Services
- Record Drawings

IV. SCHEDULE (PRELIMINARY)

Plans can be completed within 6 months of the notice to proceed. This includes 1 month of review time by the Village.

PROJECT PROPOSAL

V. FEE PROPOSAL

For the aforementioned services, ESI Consultants, Ltd. shall be paid based on the pay rate of employees and principals, consultants or contract employees times a direct labor multiplier of 2.73 plus direct project expenses for a Not to Exceed maximum of **\$85,870**.

This fee has been developed based on the attached Cost Estimate of Consultant Services (see Attachment B) utilizing ESI's IDOT provisional overhead rate.

The prime compensation may be increased or decreased by subsequent agreement between the parties if there is a major change in the scope, character or complexity of the work by the Village.

The Village will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress on the project.

Miscellaneous Contractual Items

If there are protracted delays for reasons beyond ESI's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when ESI's services are, in fact, being rendered.

We appreciate the opportunity to present this proposal and look forward to working with the Village of Bolingbrook on this project.

Sincerely,

ESI Consultants



Mark Reznicek, P.E.
Engineering Design Manager

Accepted For:

Village of Bolingbrook

By: _____

Title: _____

Date: _____

Enclosures

Attachment B – Cost Estimate of Consultant Services

**KINGS ROAD RECONSTRUCTION
THE VILLAGE OF BOLINGBROOK**



ESI Consultants, Ltd.
Excellence Service Integrity

AVERAGE HOURLY PROJECT RATES

FIRM ESI Consultants, Ltd.
PSB Kings Road - Rodeo Drive to Remington Blvd
PRIME/SUPPLEMENT Supplement 1 - Ph2

DATE 10/06/22

SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Geotechnical Services			Ph 2 Admin/Mgmt & Village																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
President / Principal	78.00	0			16	33.33%	26.00	0			0			0			0			0		
Vice President / Director	79.39	0			4	8.33%	6.62	0			0			0			0			0		
Sr Consultant	63.61	0			0			0			0			0			0			0		
Sr Project Manager	78.37	0			24	50.00%	39.18	0			0			0			0			0		
Sr. Structural Project Manager	78.37	0			0			0			0			0			0			0		
Project Manager	47.17	0			0			0			0			0			0			0		
Project Engineer 2	55.52	0			0			0			0			0			0			0		
Engineer 3	40.70	0			0			0			0			0			0			0		
Engineer 2	32.57	0			0			0			0			0			0			0		
Engineer 1	27.99	0			0			0			0			0			0			0		
Senior Technician 2	52.67	0			0			0			0			0			0			0		
Senior Technician	51.90	0			0			0			0			0			0			0		
Technician 2	23.92	0			0			0			0			0			0			0		
Admin Assist 3	34.01	0	100.00%	34.01	4	8.33%	2.83	0			0			0			0			0		
Admin Assist 1	19.69	0			0			0			0			0			0			0		
TOTALS		0	100%	\$34.01	48	100%	\$74.63	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

RESOLUTION 23R-

RESOLUTION APPROVING AN AMENDED PROPOSAL FOR THE TOWN CENTER TUNNEL MOSAIC PROJECT WITH GREEN STAR MOVEMENT

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 original proposal for the Town Center Tunnel Mosaic design and construction services was approved by resolution 21R-074 for an amount not to exceed \$30,000; and

WHEREAS, the scope of work has increased as the project progressed thereby requiring an adjustment to the design budget; and

WHEREAS, the Mayor and Board of Trustees find that approval of Amended Proposal to Green Star Movement for the additional work required is germane to the original project and is necessary and in the best interests of the Village and its residents.

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 authorize and approve the amended proposal from Green Star Movement for an additional amount not to exceed \$14,722.00.

SECTION THREE: Any policy or resolution 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 by two-thirds (2/3) the Trustees in the manner provided by law.

PASSED THIS __ DAY OF JANUARY 2023.

AYES:

NAYS:

ABSENT:

ABSTENSIONS:

APPROVED THIS __ DAY OF JANUARY 2023.

MAYOR

ATTEST:

VILLAGE CLERK

PROJECT AGREEMENT

Bolingbrook Community Mosaic

This Agreement (the "Agreement") is effective as of _____
by and among Green Star Movement, an Illinois not-for-profit corporation ("Green Star
Movement"), the Program Provider, and _____, the Partner(s), and shall be in
effect until terminated in writing by any of the parties.

Green Star Movement and the Partner have agreed to offer a mural program
(the "Program") to certain Green Star Movement participants at an agreed upon
space at the Partner (the "Program Space").

In consideration of the mutual promises and agreements of the parties hereto, as
hereinafter set forth, it is agreed as follows:

1. Green Star Movement, as a contractor, will hold workshops for the
creation of the design:
in 2022. GSM will hold mosaic workshops for residents in April 2023.
2. Additionally, GSM agrees to begin installation:
Summer of 2023.

It is mutually agreed that the installation(s) will start promptly on the date(s)
indicated in this agreement.

3. The Partner agrees to pay a full compensation for the installation(s) a total
of: \$ 44,772.00, which will be paid by
check to:

Green Star Movement
1200 W. 35th Street, #4E3010
Chicago, IL 60609 FEIN# 20-3521527

Partner further agrees to the following payment schedule:

30% of total compensation to be paid to Green Star Movement 1 month
prior to project start date (_____); 30% of compensation to be paid
on installation project start date; and the remaining 40% of compensation
to be mailed within five (5) days following the completion of the
installation.

4. The terms and conditions set forth in this Agreement shall have precedence over any prior or subsequent communication or any attachment incorporated herein in the event of any conflict.
5. PROGRAM SPACE_The Program Provider and the Partner acknowledge and agree that the Program Space is clean, safe and appropriate for the Program and its participants. The Partner represents and warrants to Green Star Movement that the Program Provider is legally permitted to hold the Program in the Program Space during the term of the Program.
6. INDEMNIFICATION_Partner shall indemnify and keep and hold harmless Green Star Movement, its directors, officers, agents and employees, from and against any and all injuries, deaths, claims (including patent and copyright claims), actions, suits, demands, assessments, interest, penalties, fines, judgments, losses, liabilities (including strict liabilities), damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) and of any settlement, of whatever kind or nature, which may in any way accrue against Green Star Movement in connection with the Program or resulting therefrom, excluding gross negligence or willful misconduct by Green Star Movement, and Partner shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against Green Star Movement in any such action, Partner shall, at its own expense, satisfy and discharge such judgment. The indemnities contained in this Agreement shall survive the expiration or termination of this Agreement and the Program.
7. In the event that either the Partner or the Green Star Movement is unable to fulfill its obligation due to damage or destruction of the site by fire, verified disability of the Artist, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, or any unforeseen occurrence rendering the project(s) impossible, neither Green Star Movement nor the Partner shall be held legally responsible for any damages arising from the cancellation of the project(s) listed herein.
8. With respect to insurance, Green Star Movement is insured for his or her liabilities.
9. This agreement, including any addenda thereto and any compensation payable under the terms hereof, (1) cannot be assigned or transferred without the mutual written consent of both Green Star Movement and the Partner and (2) contains the complete understanding of the parties respecting the subject matter hereof. It is expressly understood and agreed that the Partner makes no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broaden, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Partner hereunder. No term, provision, or condition of this agreement may be altered, amended, or added, except upon the execution of a written agreement by both parties hereto. Any notices provided for herein shall be in writing and shall be personally served upon or mailed to Green Star Movement at the addresses provided.

10. Green Star Movement retains copyright and grants the Partner a license (permission) to reproduce images of the work for publicity as long as credit is listed to Green Star Movement.

In witness whereof, the parties hereto have caused this agreement to be executed by its appropriate officer, the day and year first above written.

Kamelia Hristeva, CEO
Green Star Movement
773.793.3676
Kamelia@greenstarmovement.org

Date

Partner Signature

Date

ORDINANCES

ORDINANCE 23-

AMENDING CHAPTER 6 OF THE BOLINGBROOK VILLAGE CODE DECREASING CLASS "C-10" FROM ONE (1) TO ZERO (0) AND INCREASING CLASS "C-10" FROM ZERO (0) TO ONE (1) MASTER AXE, LLC (623 E. BOUGHTON RD #150)

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 6-37(m) of Chapter 6 of the Bolingbrook Village Code is amended by decreasing the number of Class "C-10" licenses from one (1) to zero (0) so that Section 6-37(m) shall hereafter be and read as follows:

Section 6-37. NUMBER OF LICENSES.

- (m) The total number of all Class "C-10" licenses issued and in force at any one time shall not exceed zero (0) such licenses, unless and until the population of the Village shall reach 75,000 inhabitants. Thereafter, not more than one (1) additional Class "C-10" license shall be issued and in force at any time for each additional 4,500 inhabitants.

SECTION TWO: That Section 6-37(m) of Chapter 6 of the Bolingbrook Village Code is amended by increasing the number of Class "C-10" licenses from zero (0) to one (1) so that Section 6-37(m) shall hereafter be and read as follows:

Section 6-37. NUMBER OF LICENSES.

- (m) The total number of all Class "C-10" 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 "C-10" 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.

PASSED THIS 24th DAY OF JANUARY, 2023.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

APPROVED THIS 24th DAY OF JANUARY, 2023.

ATTEST:

Mary S. Alexander-Basta
MAYOR

Martha M. Barton
VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE
AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JANUARY 25, 2023.

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 23-

TITLED:

AN ORDINANCE AMENDING CHAPTER 32 "LAW ENFORCEMENT" OF THE
BOLINGBROOK VILLAGE CODE (POLICE DEPARTMENT)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

PREPARED BY & MAIL TO:

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

ORDINANCE 23-

AN ORDINANCE AMENDING CHAPTER 32 "LAW ENFORCEMENT" OF THE BOLINGBROOK VILLAGE CODE (POLICE DEPARTMENT)

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 may amend the Bolingbrook Village Code from time to time to meet the changing needs of the Village and its citizens; and

WHEREAS, the Corporate Authorities find it to be in the best interest of the health, safety and welfare of the Village and its citizens to amend the existing provisions of Village Code regarding the police captain rank.

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

SECTION 2: Section 32-26 "Police Captain" of Chapter 32 "Law Enforcement" of the Bolingbrook Village Code is hereby amended by deleting the stricken language and adding the new underlined language to read, as follows:

Sec. 32-26. – Police captain.

(a) The village board has created the position of police captain. There shall be no more than two police captain positions without the prior approval and authorization of the mayor and board of trustees.

(b) The police captain shall be appointed by the police chief with the approval of the mayor and board of trustees and shall be removed from office by the police chief at any time with the approval of the mayor and board of trustees. All candidates for the position of police captain shall be lieutenants the minimum rank of sergeant in the police department. The police captain shall receive such compensation as shall be fixed by the mayor and board of trustees.

(c) A police captain shall have responsibility for the supervision, operation and delivery of police services for a patrol unit, investigations unit, support unit or professional standards unit.

SECTION 3: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5: 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 JANUARY 2023.

AYES:

NAYS:

ABSENT:

ABSTENSIONS:

APPROVED THIS ___ DAY OF JANUARY 2023.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JANUARY __, 2023.

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 23-

APPROVING WAIVER OF ELECTRICAL FENCE PROHIBITION –
273 MARQUETTE DRIVE (TRUCK SERVICE POINT)

VILLAGE CLERK

VILLAGE OF BOLINGBROOK

ORDINANCE 23-
APPROVING WAIVER OF ELECTRICAL FENCE PROHIBITION –
273 MARQUETTE DRIVE (TRUCK SERVICE POINT)

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 request for approval of a waiver to the electrical fence prohibition contained in the Village Code, Article 3, Chapter 54, Section 54-258 has been filed AMAROK LLC (hereinafter referred to as the "Applicant") for the truck service facility, Truck Service Point, located at 273 Marquette Drive (hereinafter referred to as the "Subject Property"); and

WHEREAS, pursuant to the Village Code, Section 54-258, the Mayor and Board of Trustees hereby find that:

1. The fence is necessary in order to protect private property, as the Subject Property has been repeatedly victimized by crime resulting in many thousands of dollars of losses.
2. The Subject Property is a storage facility.
3. The proposed electric fence is a second, interior fence located behind the perimeter chain link fence.

WHEREAS, the Mayor and Board of Trustees believe it to be in the best interest of the residents of the Village to approve such waiver to the electrical fence prohibition contained in the Village Code.

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 waiver to the electrical fence prohibition contained in the Village Code, Article 3, Chapter 54, Section 54-258 for the Subject Property shall be and is hereby approved, subject to the following conditions:

1. Signs warning of the danger shall be posted along the entire length of the electrical fence at intervals of not less than 30 feet.
2. The Owner shall execute an indemnification and hold harmless agreement, subject to the prior review and approval of the Village Attorney, whereby the Owner agrees to release, defend, indemnify and hold the Village of Bolingbrook harmless from any and all claims of personal injury or property damage arising from or related to the fence.

SECTION THREE: 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 JANUARY, 2023

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS _____ DAY OF JANUARY, 2023.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON JANUARY _____, 2023.



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, AMAROK, LLC ("AMAROK") is a duly authorized and validly existing South Carolina limited liability company with an office and principal place of business located at 550 Assembly St., 5th Floor, Columbia, South Carolina 29201; and

WHEREAS, Gina Fryer, as Vice President of Finance for AMAROK, the individual executing this Indemnification and Hold Harmless Agreement (the "Agreement"), is duly authorized to enter into this Agreement and bind AMAROK to the terms hereof; and

WHEREAS, AMAROK desires to install a ten-foot electric perimeter security fence (the "Fence") for Truck Service Point, a tenant at property located at 273 Marquette Dr., Bolingbrook, IL 60440 (the "Property"); and

WHEREAS Truck Service Point is the owner of the Property; and

WHEREAS AMAROK is required to file an application (the "Application") to the Village of Bolingbrook (the "Village") for a permit for the installation of the Fence within the setback area of the Property; and

WHEREAS Village is unwilling to consent to the Application unless it is indemnified and held harmless; and

WHEREAS AMAROK is willing to indemnify and hold said Village harmless in respect to the installation and operation of the Fence.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AMAROK does hereby indemnify and agrees to hold Village harmless at all times as of the date hereof, against and in respect of any action or claim brought as a result of the installation and operation of the Fence referred to herein, of any nature, whether accrued, absolute, contingent or otherwise including, without limitation, including damage to the Property and/or injury to any person, and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing, including reimbursement for reasonable attorney's fees incurred by Village, for both the prosecution and/or defense of the matter and claims indemnified against herein or in enforcing the rights of indemnification established herein.

IN WITNESS WHEREOF, AMAROK, LLC has executed this document this 30th day of
December 2022.



Witness



Witness

AMAROK, LLC



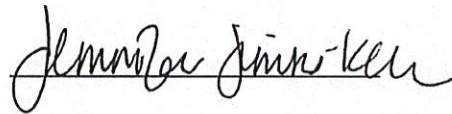
By: Gina Fryer
Vice President of Finance
Duly Authorized

STATE OF SOUTH CAROLINA)

) SS:

COUNTY OF LEXINGTON)

Personally appeared Gina Fryer, signer and sealer of the foregoing instrument and acknowledged receipt of the same to be his free act and deed and the free act and deed of AMAROK, LLC before the undersigned.



Notary Public
My Commission expires: 8/12/2031