

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 SEPTEMBER 14, 2021**

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
AIMEE A. RUP SIS
SHELDON L. WATTS
MARIA A. ZARATE

PLEDGE OF ALLEGIANCE:

A. ROLL CALL:

B. APPROVAL OF MINUTES:

1. Regular Meeting of August 24, 2021

C. APPROVAL OF AGENDA:

D. APPROVAL OF APPOINTMENTS – BOARDS AND COMMISSIONS:

1. Mayor

a. Commission Appointments/Reappointments

1. Bolingbrook Community Television (BCT)

New Appointment

- **Ed Przyzycki - Commissioner**

2. Civic and Cultural Affairs

New Appointment

- **Jose DeLaTorre – Commissioner**
- **Amy Kennedy – Commissioner**
- **Heladio Kennedy – Commissioner**
- **Katrina Turman – Commissioner**

E. REPORTS OF OFFICERS:

1. Mayor

a. Proclamations

1. POW/MIA Recognition Day

2. “Help the Knights of Columbus’ Help Citizens with Intellectual Disabilities Days” – Tootsie Roll Drive

2. Public Comments**

3. Staff

a. Bill Approval

1. Bill Listing A - \$ 933,455.76

2. Bill Listing B - \$1,615,292.32

Total \$2,548,748.08

F. RESOLUTIONS

1. Resolution (21R-057) Authorizing Proposal from G. Fisher Commercial Construction, Inc. for Stairwell Smoke Enclosure for Fire Station No. 1

- Construct a stairwell enclosure at Station No. 1 – 460 E. Briarcliff Road
- Secure means of egress for fire personnel from 2nd floor to 1st floor
- Approved in the 2021/2022 fiscal year annual budget
- Budgeted \$40,000.00 - \$1,275.96 over budgeted amount

- Reviewed and approved by Public Safety Committee

2. Resolution (21R-058) Approving Purchase Under the Suburban Purchasing Cooperative Contract #182 for a Replacement Ford F550 Service Body

- Replaces Unit number 2022, a 2008 Ford F550
- EJ Equipment to assemble maintainer equipment onto the body
- Vehicle used by Utilities Division for treatment facility and sewer
- Budgeted \$151,294.00 - \$4,265.00 under budgeted amount

- Reviewed and approved by Public Services Committee

- 3. Resolution (21R-059) Approving Purchase from McCann Industries Per Sourcewell Contract #32119-CNH Replacement One Case 621G Wheel Loader**

 - Replaces a 2008 Case 621E loader
 - Wheel loader used for salt and snow removal
 - Budgeted \$189,450.00 - \$1,760.00 under budgeted amount

 - Reviewed and approved by Public Services Committee

- 4. Resolution (21R-060) Approving Purchase from McCann Industries Per Sourcewell Contract #32119-CNH Replacement One Case CX26C Mini Excavator**

 - New vehicle will provide access to residential property for sewer repair/replacement
 - Provide less intrusion to private property
 - Budgeted \$37,000.00 - \$3,398.00 over budgeted amount

 - Reviewed and approved by Public Services Committee

- 5. Resolution (21R-061) Approving Agreement with Illinois Convenience & Safety Corporation Regarding Transit Shelters**

 - Renewing a ten year agreement
 - Allow IC&SC to locate, maintain and construct local transit advertising shelters within the Village right-of-way
 - Gives Village 20% of the gross billings generated but not less than \$500 per shelter per year

 - Reviewed and approved by Public Services Committee

6. Resolution (21R-062) Approving a Contract with Harris Golf Carts for the Purchase of Golf Carts, Golf Utility Carts and the Lease of GPS Equipment

- Lowest of five quotes
- Funding from the Bolingbrook Golf Club's operational budget will repay cost of equipment over a five year period
- Cost includes trade-in of existing equipment
- Approximate delivery in May/June 2022

- Reviewed and approved by Public Services Committee

G. ORDINANCES

1. Ordinance (21-043) Adopting and Enacting a New Code for the Village of Bolingbrook, Illinois; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and This Ordinance Shall Become Effective

2. Ordinance (21-044) Establishing Fees, Charges, and Other Regulatory Measures (Fee Schedule)

3. Ordinance (21-045) Amending Chapter 46 "Taxation" of the Bolingbrook Municipal Code to Impose a Municipal Cannabis Retailers' Occupation Tax

4. Ordinance (21-046) Amending Chapter 13 of the Municipal Code Decreasing Class "D" from One Eighteen (18) to Seventeen (17) and Class "D-1" from Twenty-Four (24) to Twenty-Three (23) – Francesca's Bolingbrook, LLC (641 E. Boughton Road., #155)

H. TRUSTEES' COMMENTS AND REPORTS:

I. EXECUTIVE SESSION:

J. 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" 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 – AUGUST 24, 2021

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., August 24, 2021, in Bolingbrook, Illinois, by Mayor Mary S. Alexander-Basta.

PLEDGE OF ALLEGIANCE:

Mayor Mary S. Alexander-Basta requested Benjamin Armstrong 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 J. Carpanzano, Troy J. Doris, Michael T. Lawler, Aimee A. Rupsis, Sheldon L. Watts and Maria A. Zarate.

Also present were:

Village Clerk, Martha M. Barton; Village Attorney, Burt Odelson, Co-Administrators, Ken Teppel and Lucas Rickelman; Finance Director, Rosa Cojulun; Director of Public Works, Ken Enda; Police Chief, Michael Rompa; Director of Community Development, Matt Eastman; and Fire Chief, Jeff LaJoie.

Absent: None.

JOURNAL OF PROCEEDINGS:

Motion Rupsis, second Lawler to approve the minutes of the regular meeting of July 27, 2021, as submitted by the Village Clerk.

Voice vote. Motion carried.

APPROVAL OF AGENDA/ADDITIONS:

Burt Odelson, Village Attorney, indicated that there were no additions or deletions to the agenda.

Motion Watts, second Rupsis to approve the agenda as presented.

Voice vote. Motion carried.

APPROVAL OF APPOINTMENTS – BOARDS AND COMMISSIONS:

None

SWEARING IN – BOARDS AND COMMISSIONS:

None

INDIA'S 75th INDEPENDENCE DAY, Sunday, August 15, 2021: Mayor Mary S. Alexander-Basta proclaimed Sunday, August 15, 2021, "INDIA'S 75th INDEPENDENCE DAY" and urged all residents to appreciate the contributions of our Indian-American community and join with them in celebrating their 75th Anniversary. Prem Lalvani accepted the proclamation.

PAKISTAN'S INDEPENDENCE DAY, Saturday, August 28, 2021: Mayor Mary S. Alexander-Basta proclaimed Saturday, August 28, 2021, "PAKISTAN'S INDEPENDENCE DAY" and asked all residents to recognize the contributions of our Pakistan-American community and join with them in celebrating the 74th Anniversary of their Independence Day. Talat Rashid accepted the proclamation.

PATRIOT DAY, Saturday, September 11, 2021: Mayor Mary S. Alexander-Basta proclaimed, Saturday, September 11, 2021, as "PATRIOT DAY" in the Village of Bolingbrook, and urged all residents to give meaning to the phrase "Never Forget" to mourn for those we lost and continue to support those who rushed toward danger that day. Jenna Swendsen, BPD; Kendall Schumann, BPD; Lieutenant Sean Neville, BFD; and Mark Lyman, BFD, accepted the proclamation.

PATHWAYS PARADE, Sunday, September 12, 2021: Mayor Mary S. Alexander-Basta proclaimed Sunday, September 12, 2021, as "PATHWAYS PARADE AND PATHFEST" and encouraged all residents of Bolingbrook to join in on the fun of Bolingbrook's 56th Birthday! TJ Girardier accepted the proclamation.

PRESENTATIONS:

- Family Square – Nick and Tony Pitsilos, owners
- Female Citizen of the Year – Allaina Humphreys
- Male Citizen of the Year – Syed Rizwan Asghar
- Family of the Year – The Hrdlicka Family

PUBLIC COMMENTS:

None

BILL APPROVAL:

Motion Carpanzano, second Doris to approve expenditures submitted as Bill Listing A - Payables in the amount of \$1,599,674.75. Bill Listing B - Pre-pays in the amount of \$3,450,048.73, totaling \$5,049,723.48. (Copies were made available in the Finance Department and the Village Clerk's Office.)

ROLL CALL:	Yea	6	Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
	Nay	0	None
	Absent	0	None
	Abstentions	0	None

Motion carried.

TAX RECEIPTS

June 2021 State Income Tax - \$545,629.82 – 45.1% Decrease From a Year Ago

May 2021 Sales Tax - \$3,579,905.78 – 38.2% Increase From a Year Ago

June 2021 Motor Fuel Tax - \$246,265.59 – 38.9% Increase From a Year Ago

May 2021 State Administrative Fee - \$28,846.21

MOTIONS:

None

RESOLUTIONS:

RESOLUTION 21R-052

APPROVING PURCHASE OF A TRAFFIC CABINET FROM TRAFFIC CONTROL

CORPORATION:

Motion Watts, second Rupsis to adopt a resolution approving a purchase of a traffic cabinet from Traffic Control Corporation.

The traffic cabinet at Boughton and Pinecrest Road is in need of replacement due to a traffic accident. Traffic Control Corporation is the sole supplier of these cabinets. The total cost is \$29,455.00 and will be reimbursed by the insurance of the driver. This item was reviewed and approved by the Public Services Committee.

ROLL CALL:	Yea	6	Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
	Nay	0	None
	Absent	0	None
	Abstentions	0	None

Motion carried.

RESOLUTION 21R-053

APPROVING PAYMENT TO THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) FOR NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMITS, SLUDGE GENERATOR PERMIT AND STORMWATER PERMIT (MS4) ANNUAL FEES TO IEPA:

Motion Lawler, second Rupsis to adopt a resolution approving payment to the Illinois Environmental Protection Agency (IEPA) for National Pollution Discharge Elimination System permits, sludge generator permit and stormwater permit (MS4) annual fees to IEPA.

This Resolution approves the annual payment to the Illinois Environmental Protection Agency for a NPDES permit. The permit is for the National Pollutant Discharge Elimination System and covers the Village's three sanitary sewage treatment plants and the stormwater collection system. The cost is \$48,500.00 and is \$500.00 less than what was budgeted. This item was reviewed and approved by the Public Services Committee.

ROLL CALL:	Yea	6	Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
	Nay	0	None
	Absent	0	None
	Abstentions	0	None

Motion carried.

RESOLUTION 21R-054

APPROVING AMERICAN VETERAN INDUSTRIES, LLC PROPOSAL FOR FALL TREE REPLACEMENT:

Motion Rupsis, second Doris to adopt a resolution approving American Veteran Industries, LLC proposal for fall tree replacement.

The Village is working on planting a varied forest to prevent future devastation by invasive species. American Veteran Industries, LLC will be replacing dead, diseased or damaged trees in various parkways throughout the Village. They were the lowest proposal of the three quotes received. There will be 1,000 trees planted at a cost of \$435.00 per tree for a total cost of \$435,000.00, which is \$65,000.00 under budget. This item was reviewed and approved by the Public Services Committee.

ROLL CALL:	Yea	6	Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
	Nay	0	None
	Absent	0	None
	Abstentions	0	None

Motion carried.

RESOLUTION 21R-055

APPROVING PROPOSAL FROM B&F CONSTRUCTION CODE SERVICES FOR THIRD PARTY INSPECTION SERVICES:

Motion Watts, second Lawler to adopt a resolution approving a proposal from B&F Construction Code Services for third party inspection services.

This contract is for assistance with over-flow demand for inspections for the Building Department. Current staffing levels cannot keep up with the seasonal volume demand during construction season. The invoices will be billed on an hourly basis and the total cost is not to exceed \$50,000. This item was reviewed and approved by the Public Services Committee.

ROLL CALL:	Yea	6	Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
	Nay	0	None
	Absent	0	None
	Abstentions	0	None

Motion carried.

RESOLUTION 21R-056

APPROVING PROPOSAL FROM T.P.I. BUILDING CODE CONSULTANTS, INC. FOR THIRD PARTY INSPECTION SERVICES:

Motion Carpanzano, second Lawler to adopt a resolution approving a proposal from T.P.I. Building Code Consultants, Inc. for third party inspection services.

This contract is also for 3rd party inspections for the Building Department, since current staffing levels cannot accommodate inspection demand during summer construction. The invoices will be billed on an hourly basis and the total cost is not to exceed \$100,000. This item was reviewed and approved by the Public Services Committee.

ROLL CALL: Yea 6 Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
Nay 0 None
Absent 0 None
Abstentions 0 None

Motion carried.

ORDINANCES:

PC 21.12

APPROVAL OF A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES AND FINAL DEVELOPMENT PLAN, STRICKLAND BROTHERS OIL CHANGE, 467 W. BOUGHTON ROAD, STEVEN R. KUDWA; APPLICANT:

Motion Lawler, second Doris to accept a Plan Commission Report PC 21.12 approval of a Special Use permit for a Planned Development with Variances and Final Development Plan, Strickland Brothers Oil Change, 467 W. Boughton Road, Steven R. Kudwa; Applicant.

Voice vote. Motion carried.

ORDINANCE 21-038

APPROVING A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES AND FINAL DEVELOPMENT PLAN (STRICKLAND BROTHERS OIL CHANGE) 467 W. BOUGHTON ROAD:

Motion Watts, second Rupsis to pass a resolution approving a Special Use Permit for a Planned Development with Variances and Final Development Plan (Strickland Brothers Oil Change) 467 W. Boughton Road.

The applicant is seeking a Special Use Permit for a Planned Development with Variances and Final Development Plan for property located in Boughton Square at 467 W. Boughton Road. Strickland Brothers Oil Change is proposing to develop a vacant property as an automotive service facility with associated variances to accommodate the use of the existing infrastructure. The variances are for waiving the requirement for a berm and irrigation system along Boughton Road, which is subject to all required landscape material being installed per the landscape plan and a variance to relocate the foundation landscape material. This was reviewed and approved by the Plan Commission.

ROLL CALL: Yea 6 Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
Nay 0 None
Absent 0 None
Abstentions 0 None

Motion carried.

PC 21.13

APPROVAL OF A SPECIAL USE PERMIT FOR A CARRY OUT RESTAURANT WITH EXTENDED HOURS OF OPERATION, SLICE FACTORY, 227 S. WEBER ROAD, DOMENICO DIDIANA; APPLICANT:

Motion Watts, second Lawler to accept a Plan Commission Report PC. 21.13 for approval of a Special Use Permit for a carry out restaurant with extended hours of operation, Slice Factory, 227 S. Weber Road, Domenico Didiana; Applicant.

Voice vote. Motion carried.

ORDINANCE 21-039

APPROVING A SPECIAL USE PERMIT FOR A CARRY OUT RESTAURANT WITH EXTENDED HOURS OF OPERATION (THE SLICE FACTORY) 227 S. WEBER ROAD:

Motion Doris, second Zarate to pass an ordinance approving a Special Use Permit for a carry our restaurant with extended hours of operation (The Slice Factory) 227 S. Weber Road.

The applicant is seeking approval of a Special Use Permit for a Carry Out Restaurant with Extended Hours located at 227 S. Weber Road. The applicant is proposing a 2,500 square foot carry out restaurant, commonly known as The Slice Factory with hours of operation until midnight seven days a week. This was reviewed and approved by the Plan Commission.

ROLL CALL:	Yea	6	Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
	Nay	0	None
	Absent	0	None
	Abstentions	0	None

Motion carried.

PC 21.14

APPROVAL OF A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES AND FINAL DEVELOPMENT PLAN, CARLOW CORPORATE CENTER WEST (BUILDING 17) 925 DALTON LANE, MARK FORDON, NORTHERN BUILDERS, INC.; APPLICANT:

Motion Lawler, second Zarate to accept a Plan Commission Report PC. 21.14 for approval of a Special Use permit for a Planned Development with Variances and Final Development Plan Carlow Corporate Center West (Building 17) 925 Dalton Lane, Mark Fordon, Northern Builders Inc. Applicant.

Voice vote. Motion carried.

ORDINANCE 21-040

APPROVING OF A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES AND FINAL DEVELOPMENT PLAN (CARLOW CORPORATE CENTER WEST, BUILDING 17) 925 DALTON LANE:

Motion Lawler, second Rupsis to pass an ordinance approving of a Special Use Permit for a Planned Development with Variances and Final Development Plan (Carlow Corporate Center West, Building 17) 925 Dalton Lane.

The applicant is seeking a Special Use Permit for a Planned Development with Variances and Final Development Plan for property located at 925 Dalton Lane. Mark Fordon of Northern Builders is proposing to construct an office/distribution center for Walmart, comprising of approximately 402,051 square feet. This would include parking to the north, truck docks along the east and west sides of the building and truck parking to the east, west and south sides of the property. The variances are for allowing installation of an eight-foot faux wrought iron fence, increase the width of curb cut to accommodate trucks and waive the requirement to install the required sidewalk.

ROLL CALL: Yea 6 Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
 Nay 0 None
 Absent 0 None
 Abstentions 0 None

Motion carried.

ORDINANCE 21-041

AMENDING CHAPTER 13 OF THE MUNICIPAL CODE AND INCREASING CLASS "C-1" (PACKAGED BEER & WINE) FROM FOUR (4) TO FIVE (5) ALDI INC. D/B/A ALDI INC, #14 - 734 E. BOUGHTON ROAD:

Motion Watts, second Doris to pass an ordinance amending Chapter 13 of the Municipal Code and increasing Class "C-1" (packaged beer & wine) from four (4) to five (5) Aldi Inc. d/b/a Aldi Inc. #14 – 734 E. Boughton Road.

This is a new liquor license for a new establishment. Aldi will open in late August and would like to sell packaged beer and wine in addition to groceries. This Ordinance will grant a Class "C-1" (packaged beer and wine) license to Aldi thereby increasing the "C-1" licenses from four to five in order to accommodate the owner's request.

ROLL CALL: Yea 6 Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
 Nay 0 None
 Absent 0 None
 Abstentions 0 None

Motion carried.

ORDINANCE 21-042

AMENDING CHAPTER 13 OF THE MUNICIPAL CODE DECREASING CLASS "C-9" (PLANT STORE BEER & WINE) FROM ONE (1) TO ZERO (0) THE SACRED SUCCULENT — 639 E. BOUGHTON ROAD SUITE 160:

Motion Rupsis, second Zarate to pass an ordinance amending Chapter 13 of the Municipal Code and decreasing Class "C-9" (Plant store beer & wine) from one (1) to zero (0). The Sacred Succulent – 639 E. Boughton Road Suite 160.

The Sacred Succulent requested to eliminate their liquor license. Therefore, we are decreasing Class "C-9" (plant store beer and wine) license from one to zero to reflect the change.

ROLL CALL:	Yea	6	Carpanzano, Doris, Lawler, Rupsis, Watts, Zarate
	Nay	0	None
	Absent	0	None
	Abstentions	0	None

Motion carried.

VILLAGE ATTORNEY ODELSON:

None

QUESTIONS FROM AUDIENCE/PRESS:

Questions were submitted via email by resident Cindy Hennessy regarding mosquito spraying by Clarke Chemical. Co-administrator Rickelman responded that the village follows all EPA and IEPA recommendations, monitors and surveils mosquito populations, treats marshlands with pellet distribution, and will follow up with the resident via email.

TRUSTEE COMMENTS AND REPORTS:

MAYOR BASTA

Expressed her thanks to all who made the recent Jubilee such a success; specifically the Civic and Cultural Affairs Commission, Dave Tomsy and the BCT Commission, BPD and BFD for their presence keeping everybody safe, and all of the volunteers who contributed to the success of the event.

TRUSTEE RUPSIS

- Congratulated the Male, Female and Family of the Year.
- Acknowledged Nick and Tony Pitsilos of Family Square for their contribution to the community and wished them a happy retirement.
- Expressed Happy Birthday wishes to Mayor Basta.
- Mentioned the Village of Bolingbrook/Bolingbrook Area Chamber of Commerce Career Fair on August 26th.
- Announced that Valley View School District is now hiring.
- Mentioned that Little Raiders Preschool Lab will be held on September 15th at BHS.
- Announced the 6th Annual Rockin' the Cause benefit concert on September 19th to raise money for students who can't afford band instruments. At their last event, they were able to fund 35 students.

TRUSTEE LAWLER

- Thanked those recognized by the proclamations.
- Congratulated those who were recognized as Citizens of the Year.
- Mentioned that the following night's Concert on the Hill will be the last one of the season, and will feature the band One of These Nights.
- Gave kudos to the entire team who made the Jubilee such a success.
- Announced an orientation for those interested in the Cub Scouts being held on August 29th.
- Invited everybody to the village's annual Pathways Parade being held on September 12th, with a theme of the Roaring 2020's.

TRUSTEE CARPANZANO

- Reminded residents that the Pathways Parade is a great way for organizations to get exposure and visibility.
- Congratulated the Citizens of the Year.
- Expressed his appreciation for the proclamations and how they are evidence of how well residents support each other in the village.
- Announced that the Street Market at the Promenade will continue on Thursdays, and that live music is back.
- Invited all residents to the Taste of Pakistan and 29th annual flag hoisting ceremony in honor of Pakistani Independence Day on Saturday, August 28th.

TRUSTEE DORIS

- Gave kudos to the Civic and Cultural Affairs Commission for how well the Jubilee was run and acknowledged how much work the volunteers put in so everybody could enjoy the event.
- Announced the Citizens Against Abuse Virtual 5k Run/Walk Fundraiser; participants can run/walk any time between Monday, September 13th through Thursday, September 16th, in a place of their choosing.
- Mentioned that the Bolingbrook Community Chorus is soliciting new members to join in preparing for their 2021 Winter Concert to be held on December 5th. Rehearsals start September 7th.

TRUSTEE WATTS

- Mentioned that he appreciated the great balance of handling village business as well as acknowledging the great contributions to the community with the proclamations and Citizens of the Year awards, reflecting resident engagement and diversity.
- Expressed kudos to the Jubilee committee for a job well done, and how the event prompted a greater appreciation for our ability to gather as a community again.
- Announced three blood drives:
 - Knights of Columbus Council #11092 on August 28th
 - New Life Lutheran Church on September 14th
 - American Red Cross on September 17th

TRUSTEE ZARATE

- Mentioned that Village Hall will be closed on September 6th in observance of Labor Day. This holiday will affect garbage pick-up, which will be delayed by one day.
- Announced that El Grito, celebrating Mexican Independence Day, will take place behind Village Hall on Saturday, September 11th.
- Expressed her appreciation to Donald Sale for his consistent attendance at village events, activities and board meetings.

EXECUTIVE SESSION: None

ADJOURNMENT:

Motion Watts, second Zarate to adjourn the meeting.

Voice vote. Motion carried and meeting adjourned at 9:04 p.m.

Mary S. Alexander-Basta
MAYOR

ATTEST:

Martha M. Barton
VILLAGE CLERK

Proclamation

POW/MIA RECOGNITION DAY SEPTEMBER 17, 2021

WHEREAS, the Veterans of Foreign Wars of United States Post #5917 and American Legion Post #1288 have been officially recognized and endorsed by governmental leaders; and

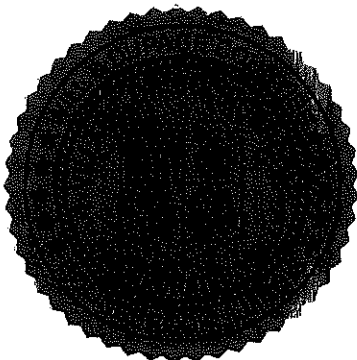
WHEREAS, there have been POW/MIA's from every war that the United States has been involved in and the federal government officially recognized and designated the third Friday of September as **NATIONAL POW/MIA DAY**; and

WHEREAS, the sacrifices of the Americans who are still missing in action and unaccounted for from all of our Nation's wars and their families are deserving of national recognition and support for continued priority efforts to determine the fate of those missing Americans.

NOW, THEREFORE, I, Mary Alexander-Basta, Mayor of the Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, do hereby proclaim September 17, 2021 as **POW/MIA RECOGNITION DAY** and urge all residents to recognize and support this day.

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

this 14th day of September, 2021



Mary S. Alexander-Basta



Proclamation

**“HELP THE KNIGHTS OF COLUMBUS’ HELP CITIZENS WITH
INTELLECTUAL DISABILITIES DAYS”
TOOTSIE ROLL DRIVE
SEPTEMBER 17th, 18st and 19th, 2021**

WHEREAS, members of the Illinois State Council of the Knights of Columbus will conduct their 52nd annual fund drive for their Intellectual Disabilities Program. This 52nd Anniversary Drive will be held September 17th, 18th and 19th to benefit our citizens with intellectual disabilities. Last fall, the Illinois Knights of Columbus raised more than \$2 million which was distributed to more than 300 organizations throughout Illinois; and

WHEREAS, the Illinois State Council of the Knights of Columbus has provided funds and personal assistance to allow youngsters to participate in the local and statewide Special Olympics program; and

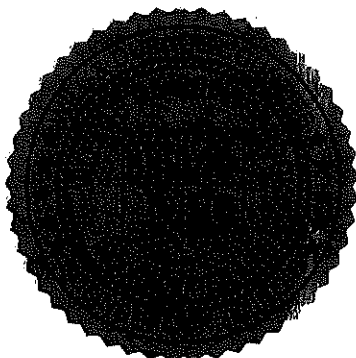
WHEREAS, the Illinois State Council has provided more than \$5 million to build or reconstruct 34 homes for citizens with disabilities in all six Dioceses of Illinois; and

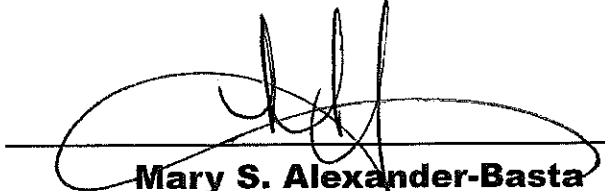
WHEREAS, since the Illinois State Council of the Knights of Columbus initiated this program, 45 other states have activated similar campaigns to provide much needed financial assistance for the intellectually disabled.

NOW, THEREFORE, I, Mary Alexander-Basta, Mayor of the Board of Trustees of the Village of Bolingbrook, Will and DuPage Counties, Illinois, do hereby proclaim September 17th, 18th and 19th, 2021 as **“HELP THE KNIGHTS OF COLUMBUS HELP CITIZENS WITH INTELLECTUAL DISABILITES DAYS” - TOOTSIE ROLL DRIVE** in Bolingbrook, Illinois and urge all citizens to be cognizant of the special fundraising efforts and to cooperate in this campaign.

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

this 14th day of September, 2021




Mary S. Alexander-Basta

RESOLUTION 21R-

**RESOLUTION AUTHORIZING PROPOSAL FROM G. FISHER COMMERCIAL
CONSTRUCTION, INC. FOR STAIRWELL SMOKE ENCLOSURE FOR FIRE
STATION NO. 1**

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 Fire Department and Public Safety Committee have recommended that the Mayor and Board of Trustees accept the proposal of G. Fisher Commercial Construction, Inc. to install said stairwell smoke enclosure; and

WHEREAS, the Mayor and Board of Trustees find that approving the proposal of G. Fisher Commercial Construction, Inc, which is attached hereto and made a part hereof, without competitive bidding, is necessary and in the best interests of the Village.

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 accept the proposal, without competitive bidding, from G. Fisher Commercial Construction, Inc, to construct a stairwell smoke enclosure at Fire Station No. 1 at a cost of \$41,275.96 as set forth in Exhibit 1 attached hereto and made a part hereof.

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 SEPTEMBER 2021.

AYES:

NAYS:

ABSENT:

ABSTENSIONS:

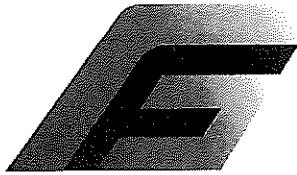
APPROVED THIS ___ DAY OF SEPTEMBER 2021.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF
THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON
SEPTEMBER ___, 2021



G. FISHER
COMMERCIAL CONSTRUCTION, INC.

2 S. Hanks Road, Suite C
Aurora, IL 60506
O: (331) 256-6847
F: (331) 256-6848

PROJECT: Bolingbrook Fire Station 1
ADDRESS: Briarcliff
LOCATION: Bolingbrook
ARCHITECT:
BUILDING SIZE:

DATE: 07/22/2021
JOB NO: 110455
PROJECT COST: \$41,275.96
COST PER SQ. FT.:
STATUS:

Div. #	TYPE OF WORK:	BUDGET
01	Field General Conditions	
1	Communications	
2	Refuse	1 \$585.00
3	Management Fees	
4	Port-O-Potty	
5	Water Cooler	
6	Temporary Heat	
7	Temporary Heat	
8	Supervision	2 \$3,375.00
9	Final Clean	1 \$350.00
10	Lift	1 \$1,350.00
02	Existing Conditions	
1	Demolition	N/A
03	Concrete	
1	Saw Cut Floor	N/A
2	New concrete at sawcut	N/A
04	Masonry	
	Cut in new exterior door	\$3,600.00
05	Metals	
	New Steel Lintel	Incl.
06	Wood/Plastic	
08	Openings	
1	Doors, frames hardware	2 ea \$4,600.00
09-29	Drywall, Metal Studs, Taping	
1	Interior Walls	37 lf \$9,065.00
09-30	Flooring	
	Vinyl Base	80 Lf \$300.00
09-91	Paint	
1	Walls	1,332 Sf \$1,465.00
2	Door / Frames	2 ea. \$440.00
23	Fire Protection	

23	HVAC		
26	Electrical		
1	Demolition		
2	Relocate power	Allowance	\$500.00
3	Switches	Allowance	\$290.00
4	Electric heat	Allowance	\$1,200.00
5	Lighting Interior	Allowance	\$550.00
6	Exit/EM lights	Allowance	\$975.00
7	Feed back to panel	Allowance	\$2,800.00
32	Exterior Improvements		

		Net Cost of Construction	\$31,445.00
Architectural,	11.70%		\$3,679.07
Enginerring			\$0.00
General Conditions	4.00%		\$1,257.80
Insurance	1.50%		\$471.68
Permit Fee	0.00%		\$0.00
			\$36,853.54
Profit	12.00%		\$4,422.42
		Total Project Allowance	\$41,275.96

RESOLUTION 21R-

RESOLUTION APPROVING PURCHASE UNDER THE SUBURBAN PURCHASING COOPERATIVE CONTRACT #182 FOR A REPLACEMENT FORD F550 SERVICE BODY

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 and in the best interest of the Village and its residents to purchase from Sutton Ford a replacement Ford F550 Service Body under the Suburban Purchasing Cooperative Contract #182 with EJ Equipment to assemble maintainer equipment onto Ford F550 body; and

WHEREAS, this replacement is for Unit 2022, a 2008 Ford F550 which will be used by the Utilities Division for Treatment Facility and Sewer Collection Infrastructure Maintenance; and

WHEREAS, the Mayor and Board of Trustees find that purchase of the replacement service body, through the Suburban Purchasing Cooperative, is in the best interests of the Village.

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

SECTION ONE: The recitals set forth 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 the purchase of replacement Ford F550 service body through the Suburban Purchasing Cooperative Contract #182 at the following costs from Sutton Ford-\$147,029.00.

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

PASSED (2/3 of TRUSTEES) THIS ___ DAY OF SEPTEMBER, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

APPROVED THIS ___ DAY OF SEPTEMBER, 2021.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON SEPTEMBER _____, 2021.

RESOLUTION 21R-

**RESOLUTION APPROVING PURCHASE FROM MCCANN INDUSTRIES
PER SOURCEWELL CONTRACT #32119-CNH REPLACEMENT ONE CASE 621G
WHEEL LOADER**

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 a 621G Wheel Loader from McCann Industries through Sourcewell Contract #32119-CNH for replacement of unit number 202, a 2008 Case 621E Loader; and

WHEREAS, the Mayor and Board of Trustees find that purchase of the equipment for use by Public Services is 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 the purchase of a 621G Wheel Loader at a total cost not to exceed \$187,690.00.

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

PASSED THIS _____ DAY OF SEPTEMBER 2021.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

APPROVED THIS _____ DAY OF SEPTEMBER, 2021.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF
THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON
SEPTEMBER __, 2021



Bolingbrook
 250 E Frontage Rd
 Bolingbrook, IL 60440
 Ph (630) 739-7770
 Fx (630) 739-7699

McHenry
 4102 W Crystal Lake Rd
 McHenry, IL 60050
 Ph (815) 385-0420
 Fx (815) 385-2975

Schererville
 1133 Indianapolis Blvd
 Schererville, IN 46375
 Ph (219) 865-6545
 Fx (219) 865-0269

QUOTATION

Contact: <u>Brian McClure</u>	Title: <u>Fleet Mgr</u>
Name: <u>Village of Bolingbrook</u>	Date: <u>7/23/2021</u>
Address: <u>375 Briarcliff Rd</u>	
City: <u>Bolingbrook</u>	State: <u>IL</u> Zip: <u>60440</u>
Phone: <u>630-226-8841</u>	Fax: _____
Email: <u>bmcclure@bolingbrook.com</u>	

IT IS MY PLEASURE TO SUBMIT THE FOLLOWING PROPOSAL FOR YOUR CONSIDERATION:

MODEL: CASE 621G ARTICULATED WHEEL LOADER	\$ 187,690
--	-------------------

STANDARD EQUIPMENT:

ELECTRICAL:

- 24 volt system
- 2 Heavy duty 12V 700 cold cranking amp (CCA) batteries
- Halogen lights:
 - 2 front flood (top mtd.)
 - 2 front driving (hi/lo beam)
 - 2 rear flood (top mtd.)
- LED stop/tail lights
- Front and rear turn signals and flashers
- Alternator: 65 amp
- Electrical disconnect switch
- Horn
- Backup alarm
- Electric Hood
- Telematics Ready
 - Wiring harness and 16-pin connector

OTHER BASIC EQUIPMENT:

- Articulation and loader lift arm locking bars
- Standard counterweight
- Drawbar hitch (pins not included)
- Front and rear fenders, partial coverage
- Remote drain points
- Front and rear lift and tie down points
- On board telematics - SITEWATCH™

THIS UNIT WILL ALSO INCLUDE;

- Auto Greaser
- ProCare Coverage-3-Years
- Operator Convenience Pckg
- Heated Air Ride Seat
- Drawbar hitch (pins not included)
- Rear Camera
- Remote drain points
- LED Lights
- Left/Right side Steps w/full width Fenders
- Hyd Reversing Fan
- Cab w/AC
- 3-Spool Valve 1 Lever
- 20.5x25 L-3 Michelin Radial Tires
- AM/FM w/converter & Blue Tooth
- Heavy Counterweight
- Case/ACS Coupler
- Cold Weather Package
- R&L Exterior Mirrors
- Ride Control
- 4-Corner Strobe
- 2.5 Yd 4-n-1 Bucket w/edge
- Site Watch-3-Years
- Warranty - 3-Years
- Maintenance - 3-Years(2,000 hrs)

Includes new "Touch Screen" Monitor

Allow 90 days for Delivery

2022 Model

Priced per Sourcewell 2021 Contract #32119-CNH

Steve Costello

Account Manager's Signature

This quote is good for 30 days.

Price is plus applicable tax.



RESOLUTION 21R-

**RESOLUTION APPROVING PURCHASE FROM MCCANN INDUSTRIES
PER SOURCEWELL CONTRACT #32119-CNH REPLACEMENT ONE CASE CX26C
MINI EXCAVATOR**

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 new equipment from McCann Industries through Sourcewell Contract #32119-CNH a One Case CX26C Mini Excavator; and

WHEREAS, the Mayor and Board of Trustees find that purchase of the equipment for use by Public Services is 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 the purchase of a One Case CX26C Mini Excavator at a total cost not to exceed \$40,398.00.

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

PASSED THIS _____ DAY OF SEPTEMBER 2021.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

APPROVED THIS _____ DAY OF SEPTEMBER, 2021.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF
THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON
SEPTEMBER __, 2021



Bolingbrook 250 E Frontage Rd Bolingbrook, IL 60440 Ph 630-739-7770 Fax 630-739-7699	McHenry 4102 W Crystal Lake Rd McHenry, IL 60050 Ph 815-385-0420 Fax 815-385-2975	Schererville 1133 Indianapolis Blvd Schererville, IN 46375 Ph 219-865-6545 Fax 219-865-0269	QUOTATION
--	---	---	------------------

CONTACT NAME: George Musko		TITLE: Supervisor	
NAME: Village of Bolingbrook		DATE: 7-28-21	
ADDRESS: 375 Briarcliff			
CITY: Bolingbrook		STATE: IL	ZIP CODE: 60440
PHONE: 630-336-1631	FAX:	E-MAIL:	

IT IS OUR PLEASURE TO SUBMIT THE FOLLOWING PROPOSAL FOR YOUR CONSIDERATION:

MODEL: CASE CX26C MINI EXCAVATOR	\$ 40,398
---	------------------

**INCLUDES ALL STANDARD
EQUIPMENT PLUS:**

- Long Arm w/Cwt
- Travel Alarm
- Rotating Beacon
- Manual Coupler
- 12" Bucket
- 24" Bucket

Priced per Sourcewell
Contract
#32119-CNH July 09, 2021
Price Book

Delivery-May 2022

Steve Costello

Account Manager's Signature
This quotation is good for 30 days.
Price is plus applicable tax.



RESOLUTION 21R-

**RESOLUTION APPROVING AGREEMENT WITH ILLINOIS
CONVENIENCE & SAFETY CORPORATION REGARDING TRANSIT SHELTERS**

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, Illinois Convenience and Safety Corporation ("IC & SC") is a company that provides advertising shelters on major bus routes; and

WHEREAS, IC & SC and the Village desire to enter into a Bus Shelter Agreement pursuant to which IC & SC will provide advertising in bus shelters in the Village; and

WHEREAS, the Mayor and Board of Trustees of the Village of Bolingbrook find and hereby declare that it is in the best interests of the Village and its residents to approve an Agreement with IC & SC setting forth the terms under which the Village will allow IC & SC to locate transit advertising shelters within Village rights-of-way, which Agreement is attached hereto as Exhibit 1 and made a part hereof.

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 Agreement between Illinois Convenience & Safety Corporation and the Village, which Agreement is attached hereto as Exhibit 1, shall be and is hereby approved, and the Mayor and Village Clerk are hereby authorized and directed to execute said Agreement in substantially the form attached hereto.

SECTION TWO: Any policy, resolution or agreement that conflicts with the provisions of this resolution or the agreement approved hereby shall be and is hereby repealed to the extent of such conflict.

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 SEPTEMBER 2021.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

APPROVED THIS DAY OF SEPTEMBER 2021.

MAYOR

ATTEST:

VILLAGE CLERK

AGREEMENT

This AGREEMENT is made the _____ day of _____, 2021, by and between ILLINOIS CONVENIENCE & SAFETY CORPORATION (hereinafter referred to as IC&SC) and the VILLAGE OF BOLINGBROOK (hereinafter referred to as VILLAGE).

It is MUTUALLY AGREED that the VILLAGE permits IC&SC to install and maintain transit advertising shelters within the VILLAGE and upon the VILLAGE right-of-way, upon the terms and conditions as follows:

1. **DURATION:** This agreement shall remain in force for a term of ten (10) years from the _____ day of _____, 2021, unless previously determined as hereinafter provided. Either party may at any time and without cause, terminate this agreement by giving sixty (60) days written notice of termination to other party.
2. **TYPE OF SHELTER:** Any shelters to be constructed will be of a type approved by the VILLAGE.
3. **IC&SC OBLIGATIONS:** IC&SC will pay all fees, costs and permit charges regularly assessed by the VILLAGE, unless otherwise waived, and agrees that the shelters will be in conformity with applicable building codes of the VILLAGE. IC&SC is also responsible for obtaining state highway permits for all shelter locations on state routes.

IC&SC will inspect, maintain, repair, clean and service the shelters. The maintenance to be provided will be on regular basis at least *once per week*. IC&SC shall repair or remove, if necessary, any shelter so in need, or if the shelter's condition presents a threat to public safety, within twenty-four (24) hours of notification from the VILLAGE or IC&SC's inspection.
4. **INDEMNIFICATION AND INSURANCE:** A. IC&SC will indemnify and save harmless the VILLAGE, their agents, servants and employees, against all costs, expenses, damages, liabilities and judgments for personal injuries, including death, resulting by reason of the erection, maintenance or operation of any of the shelters referred to in this agreement, and for property damage, sustained by any person, firm or corporation whomsoever, caused or alleged to have been caused, directly or indirectly, by an act of omission, negligent or otherwise, of IC&SC, its agents, servants and employees, or occasioned by any work performed by IC&SC and shall defend any such action or suit brought against the VILLAGE, and shall pay all costs and expenses of whatsoever nature resulting therefrom, and in connection therewith and to pay, on behalf of the VILLAGE, the amount of any judgment that may be entered against them in any such action or suit.

B. IC&SC will carry indemnity insurance against the above mentioned liability in a sum of not less than \$2,000,000.00. The VILLAGE, its officers, officials and employees are named Additional Insureds to the General Liability coverage of this policy for the erection, maintenance and operation of the bus shelters located in the VILLAGE. Proof of said insurance shall be provided to the VILLAGE.
5. **MAINTENANCE:** IC&SC shall be permitted to enter upon and into the shelters at any reasonable time with workmen and all necessary equipment to repair the shelters and install all necessary electrical wires, meters, clockwork machinery and other hardware reasonably necessary for making the said shelter effective, all of which work shall be done according to VILLAGE code and at the sole expense of IC&SC.
6. **PAYMENT FOR ELECTRICAL:** IC&SC shall pay all sums that may become due for electrical energy supplied to the shelters and shall keep the VILLAGE indemnified against being called on to pay these sums.

7. **NON-OBSTRUCTION**: The VILLAGE shall not obstruct shelter advertising panels and agrees to prohibit any obstructions of the same and to cause such obstructions to be removed.
8. **TYPE OF ADVERTISING**: IC&SC agrees that it will utilize the shelters only for advertising material that is truthful in every respect and in accordance with high moral standards and the U.S. Constitution.
9. **RIGHT TO ERECT SHELTERS**: The VILLAGE agrees that it gives to IC&SC the right to erect advertising shelters in the VILLAGE and the first option to fulfill any additional advertising shelter requests that may arise within the duration of this agreement.
10. **SITE LOCATION**: The location of shelters is subject to VILLAGE approval as well as approval by the Illinois Department of Transportation (IDOT) for state route installations.
11. **THE RIGHT OF IC&SC TO REMOVE SHELTERS**: IC&SC retains the right to remove any shelter without notice to the VILLAGE, in the event any restriction on the construction or maintenance of advertising shelters is imposed by statute or by ordinance of the VILLAGE, County, or State in which the shelter is located, or in the event the Federal, State, Municipal or other proper authorities should hereafter establish any rules, regulations or taxations which shall have the effect of so restricting location, construction, maintenance or operation of the shelters so as to diminish the value of said shelters for advertising purposes. VILLAGE may require the removal of any shelter if any provision of this agreement is breached for a period of thirty (30) consecutive days or otherwise upon notice immediately if for public safety or necessity as solely determined by the village or within sixty (60) days if for mere convenience.
12. **CONDITIONS**: IC&SC shall not be required to provide any shelter in the event advertising contracts sufficient in number to make the project economically feasible shall not be securable. If the shelter(s) are not properly maintained or repaired, IC&SC must remove such shelter(s) at their sole expense within 120-day written notice to the other party.
13. **DUTY TO REMOVE**: In the event the VILLAGE fails to receive notice of renewal of either or both the Agreement and the Comprehensive General Liability Insurance on or before twenty (20) days before the expiration date of said coverages, or in the event either or both the Agreement and the Comprehensive General Liability Insurance are cancelled and no evidence of equal coverage is exhibited to the VILLAGE on or before twenty (20) days prior to the expiration date of either coverage, IC&SC agrees to immediately remove all of its shelters, and if it fails to do so VILLAGE shall have the right to remove them and IC&SC shall be obligated to pay VILLAGE its costs for such removal.
14. **COMPENSATION TO THE VILLAGE**:
 - A. IC&SC will pay the VILLAGE twenty percent (20%) of the gross billings generated by the rental space of shelters within the VILLAGE but not less than \$500.00 per shelter per year. 'Gross Billings' is defined as the invoiced price to advertisers, without consideration of, or reduction for, trade discounts, rebates, refunds or credits. The only allowance that will be made is for a legitimate advertising fifteen (15%) commission.
 - B. IC&SC will render an annual payment to the VILLAGE, said payment to be received by March 1 of each year for all paid advertising revenue generated the previous year by shelters within the VILLAGE.
 - C. IC&SC will allow reasonable inspection by authorized VILLAGE officials, at IC&SC's office during normal business hours, to review annual revenues payable to the VILLAGE.
 - D. VILLAGE shall have the right to advertise community events or other public service notices if the advertising space in the VILLAGE is unsold. VILLAGE shall be responsible for any production costs, and must contact IC&SC for availability, placement and posting.

15. **NOTICES:** All notices herein provided for shall be sent prepaid registered or certified mail addressed to the VILLAGE Mayor/President or IC&SC President, at their respective business addresses as follows

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

IC&SC
6624 W. Irving Park Rd
Chicago, IL 60634

ENTIRE AGREEMENT

This AGREEMENT represents the entire agreement between IC&SC and VILLAGE OF BOLINGBROOK and supersedes all prior negotiations and agreements. This AGREEMENT may be amended only by written instrument signed by both parties hereto. This AGREEMENT and any modifications or additions hereto shall be binding upon and inure to the benefit of the respective parties, heirs, successors, assigns, partners, and legal representatives. This AGREEMENT may be assigned or transferred without consent of both parties hereto.

The VILLAGE warrants and represents that it has the authority to enter into this AGREEMENT and that the necessary and proper resolutions have been approved and passed by the proper VILLAGE Officials; further, it is warranted and represented that the signatories to this AGREEMENT have the authority to so act.

ACCEPTED AND APPROVED:

ILLINOIS CONVENIENCE & SAFETY CORPORATION

BY: Bruce J. Campbell, President
BRUCE J. CAMPBELL, PRESIDENT

ATTEST:
Mary J. Campbell

VILLAGE OF BOLINGBROOK

BY: _____

ATTEST:

RESOLUTION 21R-

RESOLUTION APPROVING A CONTRACT WITH HARRIS GOLF CARTS FOR THE PURCHASE OF GOLF CARTS, GOLF UTILITY CARTS AND THE LEASE OF GPS EQUIPMENT

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 existing equipment from the Bolingbrook Golf Course is at the end of its useful life and the Village desires to trade them in for new equipment; and

WHEREAS, the Mayor and Board of Trustees of the Village of Bolingbrook find and hereby declare that it is in the best interests of the Village and its residents to approve a contract with Harris Golf Carts for the purchase of golf carts, golf utility carts and the lease of GPS equipment as set forth in Exhibit 1, attached hereto and made a part hereof.

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 Contract between Harris Golf Carts and the Village, which is attached hereto as Exhibit 1, shall be and is hereby approved, and the Mayor and Village Clerk are hereby authorized and directed to execute said Contract in substantially the form attached hereto at a total cost not to exceed \$686,360.00.

SECTION TWO: The existing equipment set forth on Exhibit 2 shall be and is hereby authorized to be traded in for a value of not less than \$237,450.

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

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

PASSED THIS DAY OF SEPTEMBER 2021.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

APPROVED THIS DAY OF SEPTEMBER 2021.

MAYOR

ATTEST:

VILLAGE CLERK

**Bolingbrook Golf Club
Cart Analysis**

<u>Description</u>	<u>Amount</u>	<u>Club Car Lead Acid</u> (Cash)	<u>EZGO Lead Acid</u> (Cash)	<u>Yamaha Gel</u> (Cash)	<u>Club Car Lithium</u> (Cash)	<u>EZGO Lithium</u> (Cash)
Fleet Cart	90	\$ 507,529.80	\$ 475,147.18	\$ 555,630.00	\$ 654,575.40	\$ 510,631.10
hinged windshield	94	Included	Included	Included	Included	Included
info holder just on fleet cars	90	Included	Included	Included	Included	Included
sand bottles (all)	188	Included	Included	Included	Included	Included
cooler (all)	94	Included	Included	Included	Included	Included
club cleaner (all)	94	Included	Included	Included	Included	Included
tow system (all)	94	Included	Included	Included	Included	Included
usb power port (all)	94	Included	Included	Included	Included	Included
Custom club logo (all)	94	Included	Included	Included	Included	Included
fleet numbers (all)	94	Included	Included	Included	Included	Included
club cover (all)	94	Included	Included	Included	Included	Included
wheel covers (all)	376	Included	Included	Included	Included	Included
Sub Total Fleet Cars Only		\$ 507,529.80	\$ 475,147.18	\$ 555,630.00	\$ 654,575.40	\$ 510,631.10
GPS (This will be a lease item)						
Beverage Cart	94	\$ 243,000.00	\$ 202,870.80	\$ 197,400.00	\$ 243,000.00	\$ 202,870.80
Utility Carts	2	\$ 36,794.00	\$ 36,642.70	\$ 33,000.00	\$ 36,794.00	\$ 36,642.70
Range Picker	12	\$ 100,251.00	\$ 111,175.68	\$ 98,400.00	\$ 100,251.00	\$ 111,175.68
Faster Carts w/ headlights & turn signals	1	\$ 12,428.25	\$ 12,297.24	\$ 8,200.00	\$ 12,428.25	\$ 12,297.24
Service Contract	4	\$ 31,611.24	\$ 32,261.40	\$ 31,180.00	\$ 31,611.24	\$ 32,261.40
	97	\$ 53,350.00	\$ 48,500.00	\$ -	\$ 53,350.00	\$ 48,500.00
Trade in						
Fleet Carts	80	\$ 152,000.00	\$ 112,000.00	\$ 216,000.00	\$ 152,000.00	Included
PTV Custom Carts	6	\$ 11,400.00	\$ 10,500.00	\$ 18,000.00	\$ 11,400.00	\$ 10,500.00
Beverage Cart	1	\$ 900.00	\$ 1,850.00	\$ 3,450.00	\$ 900.00	\$ 1,850.00
Total Purchase		\$ 820,664.29	\$ 794,545.00	\$ 686,360.00	\$ 967,709.89	\$ 942,028.92
Total		\$ 820,664.29	\$ 794,545.00	\$ 686,360.00	\$ 967,709.89	\$ 942,028.92



Iowa Location:
155 N. Crescent Ridge • Dubuque, IA 52003

Illinois Location:
549 Heartland Drive, Suite A • Sugar Grove, IL 60554

Nebraska Location:
1020 S. Highway 30 • Blair, NE 68008

Wisconsin Location:
14003 Leetsbir Road • Sturtevant, WI 53177

HARRIS GOLF CARS WEEKLY UTILITY CAR SERVICE CONTRACT

This service agreement shall be between the Customer, **Bollingbrook Golf Club**, and the Provider, **Harris Golf Cars**.

HARRIS GOLF CARS SERVICES PROVIDE

All recommended preventive maintenance as described by Yamaha.
All warranty repairs, modification campaigns, including parts and labor.
Weekly service visits including labor to inspect and repair vehicles to ensure safety and Customer Satisfaction.
Annual Service: Labor & Parts Cost for Complete inspection and repair of components including but not limited to: steering, suspension, brakes, acceleration, electrical, drive train, clutches, batteries, tires, etc. All cars will be returned to specs for safety and reliability.

CUSTOMER RESPONSIBILITIES

Perform daily pre-operation inspection.
Provide clean fuel and or proper battery charge. Clean, Secure & Store all Golf Cars.
Cost of parts for repairs (except annual service) from normal wear, not covered under warranty.
Damage repairs from accident, abuse, negligence or acts of God. Harris will provide repairs on a T & M basis.

DEFINITIONS

Preventive Maintenance: All preventive maintenance as written in the Genuine Yamaha Periodic Maintenance Chart (found in owner's manual) including labor. **This contract requires the use of Genuine Harris/Yamaha Parts**

Warranty: Any repairs made due to a manufacturer's defect during Yamaha's limited two-year warranty period. **This includes all factory modification campaigns. All Parts will be supplied by Harris/Yamaha to maintain and support factory warranty**

Weekly Service: or periodic visits to inspect the vehicles to ensure safety and Customer Satisfaction. To perform maintenance warranty repairs and or normal wear and tear repairs as requested or recommended

Normal wear: A part not covered under warranty that wears out or fails due to normal wear and tear, including tire/wheels. This does not include repairs caused by damage, abuse, or acts of God. **Harris Golf Cars will complete those repairs at customers expense.**

ADDENDUM

Cars covered by this contract; YU1AW, YU2AW Quantity 15. This agreement shall be for the period of 5/1/22-4/30/27.

PAYMENT SCHEDULE

Harris Lease Service is provided at no additional charge as integral part of proposal dated 7/7/21.

CUSTOMER SIGNATURE	CUSTOMER TITLE	DATE
DISTRIBUTOR SIGNATURE	DISTRIBUTOR TITLE	DATE



Iowa Location:
155 N. Crescent Ridge • Dubuque, IA 52003

Illinois Location:
549 Heartland Drive, Suite A • Sugar Grove, IL 60554

Nebraska Location:
1020 S. Highway 30 • Blair, NE 68008

Wisconsin Location:
14003 Leetsbir Road • Sturtevant, WI 53177

HARRIS GOLF CARS WEEKLY FLEET SERVICE CONTRACT

This service agreement shall be between the Customer, Bolingbrook Golf Club, and the Provider, Harris Golf Cars.

HARRIS GOLF CARS SERVICES PROVIDE

All recommended preventive maintenance as described by Yamaha.
All warranty repairs, modification campaigns, including parts and labor.
Weekly service visits including labor to inspect and repair vehicles to ensure safety and Customer Satisfaction.
Annual Service: Labor & Parts Cost for Complete inspection and repair of components including but not limited to: steering, suspension, brakes, acceleration, electrical, drive train, clutches, batteries, tires, etc. All cars will be returned to specs for safety and reliability.

CUSTOMER RESPONSIBILITIES

Perform daily pre-operation inspection.
Provide clean fuel and or proper battery charge. Clean, Secure & Store all Golf Cars.
Cost of parts for repairs (except annual service) from normal wear, not covered under warranty.
Damage repairs from accident, abuse, negligence or acts of God. Harris will provide repairs on a T & M basis.

DEFINITIONS

Preventive Maintenance: All preventive maintenance as written in the Genuine Yamaha Periodic Maintenance Chart (found in owner's manual) including labor. This contract requires the use of Genuine Harris/Yamaha Parts

Warranty: Any repairs made due to a manufacturer's defect during Yamaha's limited four-year warranty period. This includes all factory modification campaigns. All Parts will be supplied by Harris/Yamaha to maintain and support factory warranty

On-Call Service: or periodic visits to inspect the vehicles to ensure safety and Customer Satisfaction. To perform maintenance warranty repairs and or normal wear and tear repairs as requested or recommended

Normal wear: A part not covered under warranty that wears out or fails due to normal wear and tear, including tire/wheels. This does not include repairs caused by damage, abuse, or acts of God. Harris Golf Cars will complete those repairs at customers expense.

ADDENDUM

Cars covered by this contract; DR2EV, DR2AV Quantity 94. This agreement shall be for the period of 5/1/22-10/30/26.

PAYMENT SCHEDULE

Harris Lease Service is provided at no additional charge as integral part of proposal dated 7/7/21..

CUSTOMER SIGNATURE	CUSTOMER TITLE	DATE
DISTRIBUTOR SIGNATURE	DISTRIBUTOR TITLE	DATE



Iowa Location:
155 N. Crescent Ridge • Dubuque, IA 52003

Illinois Location:
549 Heartland Drive, Suite A • Sugar Grove, IL 60554

Nebraska Location:
1020 S. Highway 30 • Blair, NE 68008

Wisconsin Location:
14003 Leetsbir Road • Sturtevant, WI 53177

HARRIS GOLF CARS WEEKLY FLEET SERVICE CONTRACT

This service agreement shall be between the Customer, **Bolingbrook Golf Club**, and the Provider, Harris Golf Cars.

HARRIS GOLF CARS SERVICES PROVIDE

All recommended preventive maintenance as described by Yamaha.
All warranty repairs, modification campaigns, including parts and labor.
Weekly service visits including labor to inspect and repair vehicles to ensure safety and Customer Satisfaction.
Annual Service: Labor & Parts Cost for Complete inspection and repair of components including but not limited to: steering, suspension, brakes, acceleration, electrical, drive train, clutches, batteries, tires, etc. All cars will be returned to specs for safety and reliability.

CUSTOMER RESPONSIBILITIES

Perform daily pre-operation inspection.
Provide clean fuel and or proper battery charge. Clean, Secure & Store all Golf Cars.
Cost of parts for repairs (except annual service) from normal wear, not covered under warranty.
Damage repairs from accident, abuse, negligence or acts of God. Harris will provide repairs on a T & M basis.

DEFINITIONS

Preventive Maintenance: All preventive maintenance as written in the Genuine Yamaha Periodic Maintenance Chart (found in owner's manual) including labor. **This contract requires the use of Genuine Harris/Yamaha Parts**

Warranty: Any repairs made due to a manufacturer's defect during Yamaha's limited four-year warranty period. **This includes all factory modification campaigns. All Parts will be supplied by Harris/Yamaha to maintain and support factory warranty**

On-Call Service: or periodic visits to inspect the vehicles to ensure safety and Customer Satisfaction. To perform maintenance warranty repairs and or normal wear and tear repairs as requested or recommended

Normal wear: A part not covered under warranty that wears out or fails due to normal wear and tear, including tire/wheels. This does not include repairs caused by damage, abuse, or acts of God. **Harris Golf Cars will complete those repairs at customers expense.**

ADDENDUM

Cars covered by this contract; DR2EV, DR2AV Quantity 94. This agreement shall be for the period of 5/1/22-4/30/27.

PAYMENT SCHEDULE

Harris Lease Service is provided at no additional charge as integral part of proposal dated 7/7/21..

CUSTOMER SIGNATURE	CUSTOMER TITLE	DATE
DISTRIBUTOR SIGNATURE	DISTRIBUTOR TITLE	DATE



For You

BOLINGBROOK GOLF CLUB
Bolingbrook, IL.

Serving Iowa, Illinois, Nebraska & Wisconsin



YAMAHA

Iowa Location:
166 N. Crescent Ridge • Dubuque, IA 52003
Illinois Location:
518 Heartland Drive, Suite A • Sugar Grove, IL 60554
Nebraska Location:
1020 S. Highway 30 • Blair, NE 68008
Wisconsin Location:
14003 Leetsbir Road • Shullsburg, WI 53177

PURCHASE PROPOSAL-JULY 7, 2021

QTY	MODEL	YEAR	SALE PRICE	TRADE ALLOWANCE	NET TOTAL
90	Yamaha AC-AGM	2022	\$555,630.00	<\$216,000.00>	\$339,630.00
4	Yamaha AC-AGM PTV	2022	\$ 31,180.00	<\$ 18,000.00>	\$ 13,180.00
				SALES TAX	N/A
FLEET COLOR:		CARBON METALLIC		DELIVERED COST:	\$352,810.00
Fleet Cars		PTV Cars		UMAX Bistro	
Clima-Guard Top		Clima-Guard Top		N/A	
Hinged Windshield		Hinged Windshield			
Fleet Numbers		Fleet Numbers			
Info Holder		Info Holder			
S&S Bottle Kit (2)		S&S Bottle Kit (2)			
Club Cover (Black)		Club Cover (Black)			
USB Power Ports		USB Power Ports			
Wheel Covers		Wheel Covers			
Cooler/Insulated		Cooler/Insulated			
Tow System		Tow System			
Club/Ball Washer		Club/Ball Washer			
Custom Club Logo		Custom Club Logo			
Trade-In Information		Mfg	Yr/Model	Trade Value/Per Car	Trade Allowance
AC Electric Fleet Cars		Yamaha	2017/Drive	80/\$2,700.00	\$216,000.00
AC PTV Custom Cars		Yamaha	2017/Drive	6/\$3,000.00	\$ 18,000.00
<p>Delivery scheduled for Spring 2022. Terms-Net of Invoice. Includes Delivery, Set-Up, Factory Warranty Harris Service/Maintenance Included during initial five (5) years of ownership.</p>					

Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 30 days. All lease cars and trades must be in running condition and free of encumbrance. A fleet inspection will be done prior to pick up. All cars must have a sun top and electric cars have working charger.

Accepted
By: _____

Date: _____

Title: _____

Proposed by:

Steve Olken, Fleet Manager
Harris Golf Cars

NOTICE OF CONFIDENTIALITY: The information contained in this proposal is confidential and may be legally privileged. Unless you are a named recipient, your reading, distributing, forwarding, or copying this communication is prohibited. If you believe that you have received this communication in error, please contact me, and delete quotation from your system.

www.harrisgolfcars.com

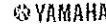


For You

BOLINGBROOK GOLF CLUB
Bolingbrook, IL.



Serving Iowa, Illinois, Nebraska & Wisconsin



Iowa Location:
155 N. Crockett Ridge • Dubuque, IA 62003
Illinois Location:
510 Huntland Drive, Suite A • Sugar Grove, IL 60554
Nebraska Location:
1020 S. Highway 30 • Blair, NE 68008
Wisconsin Location:
14003 Leesville Road • Sturtevant, WI 53177

PURCHASE PROPOSAL JULY 7, 2021.

QTY	MODEL	YEAR	SALE PRICE	TRADE ALLOWANCE	NET TOTAL
13	Yamaha Umax I	2022	\$8,200.00	N/A	\$106,600.00
2	Yamaha Bistro Bev	2022	\$16,500.00	<\$3,450.00>	\$ 29,550.00
				SALES TAX	N/A
FLEET COLOR:		CARBON METALLIC		DELIVERED COST:	\$136,150.00
Fleet Cars		UMAX UTILITY		UMAX Bistro	
N/A	Range Cage – Steel (1)		Solid Clear Safety Shield		
	Safety Shield (1)		4 Wheel Brakes		
	Picker Adapter (1)		Black Drivers & Passengers Seat		
	LED Headlights		Omnicube Beverage Cooler		
	Horn		2 Trash Cans-2 Cold Trays		
	Fuel /Hour Meter		Cup Dispenser 12/24oz		
	USB Power Ports		UMAX Canopy Top		
	Dump Bed		Headlights		
	Over Molded Steering		Horn		
			USB Power Ports		
			6 Ply 20" Tires		
			Display Case		
		Cash Drawer			
Trade-In Information		Mfg	Yr/Model	Trade Value-Per Car	Trade Allowance
EFI Fairway Deluxe Bev2		Yamaha	2017/ADV	1/\$3,450.00	\$ 3,450.00

Delivery scheduled for Spring 2022. Terms-Net of Invoice.
Includes Delivery, Set-Up & Factory Warranty.
Fleet/utility cars will be in proper operating condition with all accessories and working charger.
Harris Service/Maintenance included for initial 5 years or ownership. (See Attached).
Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 30 days. All lease cars and trades must be in running condition and free of encumbrance. A fleet inspection will be done prior to pick up. All cars must have a sun top and electric cars have working charger.

Accepted
By: _____
Date: _____
Title: _____

Proposed by:

Steve Olken, Fleet Manager
Harris Golf Cars

NOTICE OF CONFIDENTIALITY: The information contained in this proposal is confidential and may be legally privileged. Unless you are a named recipient, your reading, distributing, forwarding, or copying this communication is prohibited. If you believe that you have received this communication in error, please contact me, and delete quotation from your system



FOUR-YEAR LIMITED WARRANTY FOR DRIVE² GOLF CAR

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE² Gas or DRIVE² Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Car Components	Warranty Period	Electric Car Specific Parts	Warranty Period
Frame	Limited Lifetime to Original Owner	Battery – Trojan T875 FLA	4 Years or 23,500 amp hours whichever comes first / Without HydroLink Watering System
Transaxle / Transmission	4 Years		4 Years or 25,000 amp hours whichever comes first / with HydroLink Watering System
Steering / Suspension Components	4 Years	Battery – Trojan T875 AGM	**See Trojan Warranty Statement for details
Brakes (Excluding Shoes / Pads)	4 Years		5 Years or 50,000 amp hours whichever comes first
Sun Top	4 Years	Battery Charger and Cord	4 Years
Electric Wires, Switches, and Relays	3 Years	Electric Motor and Controller	4 Years
Pedal Assy	3 Years	Charger Receptacle	4 Years
Body Parts	3 Years	Throttle Position Sensor	2 Years
Bumpers / Bag Carrier	3 Years	Gas Car Specific Parts	Warranty Period
Seats	2 Years	Gas Engine	4 Years
Scorecard Holder	2 Years	Starter Generator	4 Years
Floor Mats	2 Years	Exhaust / Intake	4 Years
Common Accessories	Warranty Period	Clutch (Excluding Drive Belt)	4 Years
Genuine Yamaha Fleet Accessories	3 years* *Refer to the Accessory Warranty Statement for details	Throttle / Control Cables	3 Years
YamaTrack Specific Components	1 Year	Starting Battery	1 Year
		All Remaining Parts	1 Year

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/ Operator's Manual Instructions.
- Accident or collision damage
- Installation of parts or accessories that are not original equipment
- Fading, rust, or deterioration due to exposure or ordinary wear and tear
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation
- Acts of God (i.e. lightning, hail damage, flooding, fire, etc.)

Initial _____



Updated September 2020

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional, deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty, shall be to:

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's Manual, and
- Give notice to an authorized Yamaha golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business; and
- Transport the car to and from an authorized dealer or distributor for warranty service.

WARRANTY TRANSFER:

Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf Car dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

EMISSION CONTROL SYSTEM WARRANTY (USA only):

Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by the warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed, or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose, which exceed the obligations and time limits stated in this warranty, are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty.

Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Yamaha Golf-Car Company, Kennesaw, GA 30144
EFFECTIVE DATE: 7/1/20

Initial _____



Iowa Location:
155 N. Crescent Ridge • Dubuque, IA 52003

Illinois Location:
549 Heartland Drive, Suite A • Sugar Grove, IL 60554

Nebraska Location:
1020 S. Highway 30 • Blair, NE 68008

Wisconsin Location:
14003 Leelsbir Road • Sturtevant, WI 53177

July 8, 2021

Bolingbrook Golf Club
2001 Rodeo Drive
Bolingbrook, IL. 60490

The following is a short explanation of features and benefits for the industry leading YamaTrack Golf Car fleet management system.



- 24/7 GPS Tracking
- Pace of Play Calculations
- Customized Geo-Fence Areas for Safety & Security
- Battery and Control Unit Diagnostics
- Usage Reports and Golf Course Trends
- Maintenance Alerts
- Shutdown Capability – Certain Ca

<https://www.youtube.com/watch?v=rVNTp7cNMPc>

YamaTrack is available as a lease only accessory due to rapid changes in technology. Lease cost is as follows:

- Tracking System w/10.1" Screen \$420.00 Yearly Per Car for 5 year term.

We would like to take a moment to thank Bolingbrook Golf Club for your consideration of Harris Golf Cars, Yamaha Golf Cars, and YamaTrack. We appreciate the time you have spent to see why over 2,678 golf courses have switched from other brands to Yamaha. We wish you continued success to enjoy our great game.

Sincerely,
Steve Olken
Fleet Manager

www.harrisgolfcars.com



Iowa Location:
155 N. Crescent Ridge • Dubuque, IA 52003

Illinois Location:
549 Heartland Drive, Suite A • Sugar Grove, IL 60554

Nebraska Location:
1020 S. Highway 30 • Blair, NE 68008

Wisconsin Location:
14003 Leetsbir Road • Sturtevant, WI 53177

HARRIS GOLF CARS WEEKLY UTILITY CAR SERVICE CONTRACT

This service agreement shall be between the Customer, Bolingbrook Golf Club, and the Provider, Harris Golf Cars.

HARRIS GOLF CARS SERVICES PROVIDE

All recommended preventive maintenance as described by Yamaha.
All warranty repairs, modification campaigns, including parts and labor.
Weekly service visits including labor to inspect and repair vehicles to ensure safety and Customer Satisfaction.
Annual Service: Labor & Parts Cost for Complete Inspection and repair of components including but not limited to: steering, suspension, brakes, acceleration, electrical, drive train, clutches, batteries, tires, etc. All cars will be returned to specs for safety and reliability.

CUSTOMER RESPONSIBILITIES

Perform daily pre-operation inspection.
Provide clean fuel and or proper battery charge. Clean, Secure & Store all Golf Cars.
Cost of parts for repairs (except annual service) from normal wear, not covered under warranty.
Damage repairs from accident, abuse, negligence or acts of God. Harris will provide repairs on a T & M basis.

DEFINITIONS

Preventive Maintenance: All preventive maintenance as written in the Genuine Yamaha Periodic Maintenance Chart (found in owner's manual) including labor. This contract requires the use of Genuine Harris/Yamaha Parts

Warranty: Any repairs made due to a manufacturer's defect during Yamaha's limited two-year warranty period. This includes all factory modification campaigns. All Parts will be supplied by Harris/Yamaha to maintain and support factory warranty

Weekly Service: or periodic visits to inspect the vehicles to ensure safety and Customer Satisfaction. To perform maintenance warranty repairs and or normal wear and tear repairs as requested or recommended

Normal wear: A part not covered under warranty that wears out or fails due to normal wear and tear, including tire/wheels. This does not include repairs caused by damage, abuse, or acts of God. Harris Golf Cars will complete those repairs at customers expense.

ADDENDUM

Cars covered by this contract; YU1AW, YU2AW Quantity 15. This agreement shall be for the period of 5/1/22-10/30/26.

PAYMENT SCHEDULE

Harris Lease Service is provided at no additional charge as integral part of proposal dated 7/7/21.

CUSTOMER SIGNATURE	CUSTOMER TITLE	DATE
DISTRIBUTOR SIGNATURE	DISTRIBUTOR TITLE	DATE



TWO-YEAR LIMITED WARRANTY FOR UTILITY VEHICLES

Yamaha Golf-Car Company hereby warrants that any new Yamaha utility vehicle, or any multi-passenger cars or specialty vehicles, purchased from Yamaha, or an authorized dealer or distributor in the United States will be free from defects in material and workmanship for TWO years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Common Parts		Electric Car Specific	
Frame	2 Years	Battery - Trojan T075 <u>without</u> HydroLink Watering System	4 Years or 23,500 emp-hours whichever comes first *Detailed condition on the next page
Transaxle	2 Years		
Pedals	2 Years	Electric Motor	2 Years
Brakes (excluding shoes / pads)	2 Years	Motor Controller / Charger	2 Years
Electrical wires, switches, and relays	2 Years	Charger Cord	2 Years
Suspension / Steering components	2 Years	Charger Receptacle	2 Years
Seats	2 Years	Throttle Position Sensor	2 Years
Sun Top	2 Years	GAS Car specific	
Bumpers / Body Parts	2 Years	Exhaust / Intake / Generator	2 Years
Floor Mats	2 Years	Gas Engine	2 Years
Scorecard Holders	2 Years	Throttle Cables / Controls	2 Years
Bag Carrier	2 Years	Battery	1 Year
Common Accessories		Clutch (excluding drive belt)	2 Years
Windshield	3 Years		
Head Light	2 Years		
Tail Light	2 Years	All Remaining Parts	1 Year

Initial _____



EXCLUSIONS from this Warranty shall include any failures caused by:

Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.

- Accident or collision damage
- Installation of parts or accessories that are not original equipment
- Fading, rust, or deterioration due to exposure or ordinary wear and tear

Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.

- Damage due to improper transportation
- Acts of God (i.e. lightning, hail damage, flooding, fire, etc.)

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMERS RESPONSIBILITY UNDER THIS WARRANTY:

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's Manual.
- Give notice to an authorized Yamaha golf car dealer or distributor of any and all apparent defects within 10 days after discovery, and make the vehicle and/or charger available at that time for inspection and repairs at the dealer's or distributor's place of business; and
- Transport the vehicle and/or charger to and from an authorized dealer or distributor for warranty service.

WARRANTY TRANSFER: Warranty will transfer in two-year period with balance left.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty. Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not only apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary, from state to state.

Yamaha Golf-Car Company, Kennesaw, GA 30144
EFFECTIVE DATE: 7/1/16

Initial _____



FOUR-YEAR LIMITED WARRANTY

FOR TROJAN® BRAND BATTERIES WHEN CHARGED WITH A YAMAHA PROVIDED 48-VOLT CHARGER

Yamaha Golf-Car Company (herein referred to as YGC) hereby warrants to the Original Retail Purchaser, or Lessee of a Yamaha Drive² Golf car, PTV, Multi passenger, or Utility car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, that the Trojan® brand batteries charged with a Yamaha provided battery charger will be free from defects in materials and workmanship, and will provide 36-hole performance as follows:

- Four years or 20,000-amp hours with T-105 FLA
- Four years or 25,000-amp hours with T-105 FLA batteries and the addition of a factory-installed Trojan HydroLink Battery Watering System
- Four years or 23,500-amp hours with T-875 FLA
- Four years or 25,000-amp hours with T-875 FLA batteries and the addition of a factory-installed Trojan HydroLink Battery Watering System.
- Five years or 50,000 amp hours with T-875 AGM

WARRANTY LIMITATIONS

Yamaha Golf-Car Company's and Trojan Battery Company's limit of liability shall be to replace a defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the remainder of the warranty term, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses.

The following conditions apply:

- Amp-hours will be determined either through the PC Genius controller or through other means as necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed Trojan battery sets charged with a Yamaha battery charger.
- The customer must perform (or have a contracted Yamaha Dealer perform) all periodic maintenance and discharge testing as specified in the Yamaha Service Manual Maintenance Schedule. No labor or transportation expenses are included in this limited warranty. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-hole performance" is defined as 60-minutes discharge time as tested and recorded using a Lester model #17770 discharge machine at an ambient temperature of between 60 and 100 degrees F (16 and 38 degrees C). Ambient temperatures between 60 and 80 degrees F (16 and 27 degrees C) must be corrected using the formula: Adjusted Discharge Time = (Discharge Minutes) / (1 - (((80-TEMP)/100) x 0.64)).
- The customer must notify the dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery in question.

Initial _____



Updated September 2020

ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO ONE YEAR FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. YAMAHA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF YAMAHA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY.

LIMITED WARRANTY EXCLUSIONS

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YGC does not warrant that its battery is suitable for use in any application other than in a golf car or utility vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the vehicle owner's manual, the operator's instructions, and the battery warning labels—and will exercise due care in working on or around batteries.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:

- Abuse or neglect, such as improper fluid levels, loose wiring, rusted or corroded hardware.
- Lack of proper maintenance, as outlined in the electric vehicle Owner's/Operator's Manual. For example, lack of regular battery watering or adding water to the battery before charging.
- Damage caused by improper installation of the battery.
- Neglect, breakage, freezing, fire, explosion, wreckage, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge – 1.200 specific gravity).
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car, or inadequate facility electrical power, to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15-car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), accident, alteration, or acts of God is excluded from this limited warranty.

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES AND ONLY IN YAMAHA ELECTRIC VEHICLES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

Initial _____

Updated September 2020



ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

Some states do not allow limitation on the duration of an implied warranty, exclusions or limitations of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

For further information, or to submit a warranty claim, contact your local Yamaha Golf-Car Dealer or Yamaha's customer relations at 866-747-4027.

Yamaha Golf-Car Company, Kennesaw, GA 30144
EFFECTIVE DATE: 7/1/20

Initial _____

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 21-

TITLED:

**AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE VILLAGE
OF BOLINGBROOK, ILLINOIS; PROVIDING FOR THE REPEAL OF CERTAIN
ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE
VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH
CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL
BECOME EFFECTIVE**

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

PREPARED BY & MAIL TO:

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

ORDINANCE 21-

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE VILLAGE OF BOLINGBROOK, ILLINOIS; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE BOARD OF TRUSTEES:

Section 1. The Code entitled "Code of Ordinances of the Village of Bolingbrook, Illinois," published by Municipal Code Corporation, consisting of chapters 1 through 54, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before April 13, 2021, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine up to the maximum amount permitted or required by state law. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the board of trustees may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the Board of Trustees to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after April 13, 2021, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective immediately due to the urgent nature of this matter.

ADOPTED THIS __ DAY OF _____, 2021.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS __ DAY OF _____, 2021.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON SEPTEMBER _____, 2021.

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 21-

TITLED:

**AN ORDINANCE ESTABLISHING
FEES, CHARGES, AND OTHER REGULATORY MEASURES
(FEE SCHEDULE)**

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

PREPARED BY & MAIL TO:

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

ORDINANCE 21-

**AN ORDINANCE ESTABLISHING
FEES, CHARGES, AND OTHER REGULATORY MEASURES
(FEE SCHEDULE)**

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

SECTION 1: Short Title. This Ordinance shall be known as the "Fee Schedule" while it is in full force and effect as provided herein.

SECTION 2: Adopted. That the schedule of fees, rates, charges, and other regulatory measures are hereby adopted as attached and so titled.

SECTION 3: Applicability. Each fee, rate, charge, or other regulatory measure set forth in this Ordinance shall apply to the provisions of the corresponding section, subsection, or paragraph of the Bolingbrook Municipal Code, as amended, or other ordinance in which reference is made to the Fee Schedule. This Ordinance shall not apply to, or have any effect on, any fee, charge, or other regulatory measure for which there is not an express reference to the Fee Schedule.

SECTION 4: Amendments; Filing.

A. Amendments. It is intended that the fees, rates, charges, or other regulatory measures set forth in this Ordinance will be reviewed periodically by the Village Corporate Authorities, and some or all of the provisions of this Ordinance may be amended from time to time.

B. Filing. A certified copy of the most current version of this Ordinance shall be kept and maintained and available during normal Village business hours for public inspection in the Office of the Village Clerk. A certified copy of the most current version of this Ordinance shall also be kept in each Village department with authority under the Village Code to collect fees, rates, charges, or otherwise levy fines and penalties for violations of the code.

SECTION 5: Effective Date; Amendments.

A. Effective Date. This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law, but in any event not later than September 14, 2021 due to the urgent nature of this matter.

B. Amendments. Each provision of this Ordinance shall remain in full force and effect unless otherwise expressly provided or expressly amended by a subsequent ordinance, in which case the amended provision shall be immediately effective.

ADOPTED THIS __ DAY OF SEPTEMBER, 2021.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS __ day of SEPTEMBER, 2021.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON SEPTEMBER __, 2021.

BOLINGBROOK, IL

VILLAGE FEE SCHEDULE

Current through _____

Alcoholic Beverages		Amount--\$
Description		
Initial license application fee:		
Class A		300.00
Class B		300.00
Class B-1		300.00
Class C		300.00
Class C-1		300.00
Class C-3		300.00
Class C-4		300.00
Class C-5		300.00
Class C-7		300.00
Class C-8		300.00
Class C-9		300.00
Class C-10		300.00
Class D		300.00
Class D-2		300.00
Class D-4		300.00
Class D-5		300.00
Class D-7		300.00
Class D-8		300.00
Class D-9		300.00
License fees:		
Class A—annually		4,250.00
Class B—annually		4,000.00
Class B-1—annually		3,500.00
Class C—annually		1,800.00
Class C-1—annually		2,000.00
Class C-2—annually		1,000.00
Class C-3—annually		1,500.00
Class C-4—annually		1,500.00
Class C-5—annually		750.00
Class C-7—four months		250.00
Class C-8—annually		1,800.00
Class C-9—annually		3,000.00
Class C-10—annually		3,000.00
Class D—annually		4,000.00
Class D-1—annually		1,250.00
Class D-2—annually		4,000.00
Class D-4—annually		4,500.00
Class D-5—annually		3,000.00
Class D-7—annually		3,000.00
Class D-8—annually		3,000.00

Class D-9—annually	2,000.00
Class F—daily	10.00
Class F-1—daily	10.00
Class F-3—annually	0.00
Class F-4—annually	3,500.00
Class F-5—annually	0.00
Class F-7—annually	500.00
Class F-9—daily	100.00

Animals	
<i>Description</i>	<i>Amount--\$</i>
Impoundment	20.00
Base fee	20.00
Additional per day of impoundment	5.00
Disposal of dog or cat—each	25.00

Buildings and Construction	
<i>Description</i>	<i>Amount--\$</i>
Contractors' registration:	
General contractors—annually	260.00
Subcontractors—annually	160.00
Plan review fees:	
Base fee (plus 0.0045 times the valuation but not less than \$175.00)	100.00
One- and two-family dwellings—additions, alterations rehabilitations, etc.	45.00
Inspection and reinspection fees—other than one- and two-family dwellings—each:	75.00
Demolition permit:	
Base fee	105.00
Additional for each 10 feet in height	45.00
Elevator, hydraulic lifts:	
Plan review	135.00
New inspection construction per unit	135.00
Semiannual, per elevator	75.00
Hydraulic lifts	75.00
Reinspection of existing	75.00
Certificate of occupancy:	
Residential:	
Per building	325.00
Per unit	325.00
Commercial and industrial:	
Per building	225.00
Per unit	225.00
Single-person office up to 400 square feet	75.00
Miscellaneous one- and two-family residential construction permits and inspection fees:	
Water heater	45.00
Conversion or replacement of furnace	45.00
Air conditioner condensing unit replacement	45.00
Roof tear off or replacement of sheathing	90.00
Roof overlay	45.00
Installation or replacement of roof sheathing	90.00
Residential swimming pools:	
Above ground	90.00

	In ground	180.00
	Fence	30.00
	Paver brick installations	45.00
	Inspection fees:	
	New buildings	75.00
	Existing single-family and attached buildings	45.00
	Accessory structures	45.00
	Re-inspection fees	75.00
	Plumbing permits:	
	Residential:	
	Base fee	450.00
	Per fixture	10.00
	Commercial/industrial:	
	Base fee	75.00
	Additional per fixture	12.00
	Electrical permits and inspections:	
	Residential new construction or complete remodeling (includes all electrical work):	
	1,000 to 1,999 square feet	225.00
	2,000 or more square feet	245.00
	Electric service (not part of residential new construction or complete remodeling):	
	100 ampere	200.00
	101 to 200 ampere	210.00
	201 to 300 ampere	220.00
	301 to 400 ampere	230.00
	401 to 500 ampere	240.00
	501 to 600 ampere	250.00
	601 to 800 ampere	270.00
	Over 800 ampere—computed per see section 10-111(b)	--
	Residential circuits (not part of residential new construction or complete remodeling):	
	Base fee	10.00
	Per circuit	5.00
	Motors and other current consuming devices—each	10.00
	Inspections—minimum each	75.00
	Mechanical inspections—each	75.00
	Fuel gas code inspections—each	75.00
	Swimming pool and spa inspection—each	75.00
	Existing building inspections—each	75.00
	Construction of utility facilities in right-of-way—permit application	100.00
	Small wireless facilities application fees:	
	Collocate single small wireless facility on existing utility pole or wireless support structure	650.00
	Collocate more than one small wireless facility on existing poles or wireless support—each	350.00
	Small wireless facility addressed in application that includes new utility pole—each	1,000.00
	Collocate small wireless facility on utility pole in right-of-way—per pole, annually: Actual direct and reasonable cost or \$200.00	---

Businesses		
<i>Description</i>		<i>Amount--\$</i>
Business license fees generally:		
	Home occupations	55.00
	Food establishments:	
	0--2,500 total square feet	70.00

	2,501--5,000 total square feet	135.00
	5,001--7,500 total square feet	210.00
	7,501--10,000 total square feet	275.00
	10,001--12,500 total square feet	350.00
	12,501--15,000 total square feet	415.00
	15,001--17,500 total square feet	490.00
	17,501--20,000 total square feet	555.00
	20,001 or more total square feet	625.00
Industrial/manufacturing warehouse and distribution establishments		
	0--10,000 total square feet	110.00
	10,001--20,000 total square feet	215.00
	20,001--30,000 total square feet	315.00
	30,001--40,000 total square feet	420.00
	40,001--50,000 total square feet	520.00
	50,001--75,000 total square feet	630.00
	75,001--100,000 total square feet	730.00
	100,001--200,000 total square feet	850.00
	200,001 or more total square feet	940.00
Retail and wholesale establishments		
	0—500 total square feet	80.00
	2,501--5,000 total square feet	145.00
	5,001--7,500 total square feet	220.00
	7,501--10,000 total square feet	285.00
	10,001--12,500 total square feet	360.00
	12,501--15,000 total square feet	425.00
	15,001--17,500 total square feet	490.00
	17,501--20,000 total square feet	565.00
	20,001 or more total square feet	635.00
Service/commercial establishments		
	0--2,500 total square feet	65.00
	2,501--5,000 total square feet	130.00
	5,001--7,500 total square feet	205.00
	7,501--10,000 total square feet	270.00
	10,001--12,500 total square feet	345.00
	12,501--15,000 total square feet	410.00
	15,001--17,500 total square feet	485.00
	17,501--20,000 total square feet	550.00
	20,000 or more total square feet	620.00
	Vendor mobilized vehicle—each vehicle	80.00
Participatory amusements:		
	Permit application	600.00
	Changing officials or stockholder owning 5% or more capital stock—per individual	300.00
	Changing membership that results in new partner	300.00
	Solicitation for profit application	25.00
Vehicle immobilization services		
	License	120.00
	Renewal of license	120.00
	Operating a food truck as a food truck operator—each permit	50.00
Ice cream peddlers and pushcart vendors:		
	One day	5.00
	One week	25.00

Six months	50.00
One year	125.00
Peddlers, solicitors and transient merchants except nonprofits	25.00
Miscellaneous nonprofit canvassers and solicitors	0
Retail tobacco sales—per year, prorated by month	500.00

Environment	
<i>Description</i>	<i>Amount--\$</i>
Site-development permit—each	100.00
Stormwater management maintenance charge--monthly	2.00
Delinquency charge for disconnection	10.00

Fire Prevention, Protection and Control	
<i>Description</i>	<i>Amount--\$</i>
Specialized services--Generally:	
Residential—New construction—general:	
Base fee—per dwelling unit per plan	100.00
Sprinkler review—per unit	150.00
Non-Residential—New construction—general:	
Base fee—each structure	2,500.00
Plus additional as a percentage of construction costs	.0007
Reinspections—per hour	50.00
Additional revisions in fire protection system—per hour	100.00
Non-residential remodeling, additions or change of use:	
Change of occupant	100.00
Minor change of use, alteration or remodeling of premises	500.00
Existing single room offices under 400 square feet	0.00
Major change of use, alteration or remodeling of premises:	
Base fee—per building	2,000.00
Plus additional as a percentage of construction costs	.0007
Fire pump testing—annually	200.00
Emergency generator testing—annually	150.00
Citizen requested special fire services:	
Apparatus use—per hour	250.00
Labor—per worker per hour	100.00
In unincorporated areas:	
Contract fire and ambulance services:	
Residential—per home, annually	250.00
Non-residential—per structure, annually	400.00
Non-contract fire and ambulance services:	
Apparatus use—per hour	250.00
Labor—per worker per hour	100.00
Ambulance and related services:	
Advanced life support	3,222.43
Basic life support	2221.50
Refusal fee	100.00
Fire watch—per hour	100.00
Attendant driver permit—annually	10.00

Housing Standards and Property Maintenance	
<i>Description</i>	<i>Amount--\$</i>

Rental inspections:		
Unoccupied structures:		
	Single-family residence	125.00
	Single apartment	100.00
Multiple apartment:		
	2 apartments	195.00
	3 apartments	245.00
	4 or more apartments—each apartment	75.00
Occupied structures:		
	Single-family residence	250.00
	Single apartment	200.00
Multiple apartment:		
	2 apartments	390.00
	3 apartments	490.00
	4 or more apartments—each apartment	150.00
	Additional inspection due to no show or noncompliance—each	115.00
	Landlord license—each, annually	35.00
Registration of real property under foreclosure (nonrefundable, semi-annual):		
	Initial registration	310.00
	Renewal registration	310.00
Registration of vacant property (nonrefundable, semi-annual):		
	Initial registration	310.00
	Renewal registration	310.00

Land Development and Subdivisions		
Description	Amount--\$	
Tree removal permit application fee:		
Up to three inspections	100.00	
Per each additional inspection over three	16.50	
Financial guarantee for removal—per inch diameter of each tree to be removed	125.00	
Building permit application—each	400.00	
Site development permit—each	100.00	
Residential site plan, foundation survey, grading plan	400.00	
Final development plan review/inspection: 6.5% of estimated cost of required improvements	---	

Law Enforcement		
Description	Amount--\$	
Police department		
Posting bail or bond in any legal process or on arrest	20.00	

Sewer Utility		
Description	Amount--\$	
Connection to wastewater treatment plants:		
Detached single-family dwelling unit—each	12,000.00	
Single-family dwelling unit and townhouse—each	12,000.00	
Dwelling unit in a multiple-family dwelling building—each	12,000.00	
Other buildings and uses, based on connection size:		
1 inch	15,000.00	
1.5 inch	20,160.00	
2 inch	32,400.00	
3 inch	90,300.00	

	Over 3 inches, based on expected water usage at \$3,428 per PE basis	--
	Wastewater collection—per 1,000 gallons of metered water consumption	0.50
	Wastewater treatment, per 1,000 gallons of metered water consumption:	
	Basic wastewater OM&R charge	1.50
	Plus debt service charge	0.40
	Plus capital improvement charge	0.17
	Wastewater treatment for non-metered users (maximum of 9,000 gallons per month):	
	OM&R charge	13.43
	Plus debt service costs	3.48
	Plus capital improvement costs	1.72
	BOD and SS wastewater surcharge:	
	Biochemical oxygen demand—per pound	0.64
	Suspended solids—per pound	0.56

Solid Waste		
Description		Amount--\$
	Waste collection administrative fee	
	Quarterly	2.00
	Annually	8.00

Traffic and Vehicles		
Description		Amount--\$
	Disabled decal issuance—each	0.50
	Special permit issuance:	
	Single trip permits—each	17.50
	Limited continuous operation permits—each	35.00
	Special permit for house trailer combinations:	
	10 feet wide and up to 70 feet long:	
	Single trip	25.00
	Limited continuous operation	250.00
	12 feet wide and up to 70 feet long:	
	Single trip	35.00
	Limited continuous operation	350.00
	65 feet long or less	
	Single trip	25.00
	Limited continuous operation	250.00
	Over 65 feet and up to 70 feet long	
	Single trip	25.00
	Limited continuous operation	250.00
	Special permit for other over dimension vehicles, combinations, and loads:	
	Over width of less than 2 feet:	
	Single trip	25.00
	Limited continuous operations	250.00
	Over width of over 2 feet up to 4 feet:	
	Single trip	50.00
	Limited continuous operations	500.00
	Over width of over 4 feet and up to 6 feet—single trip only	75.00
	Over width of over 6 feet and up to 10 feet—single trip only	100.00
	Over width of more than 10 feet—single trip only	125.00
	Special permit for overweight vehicles	

Single trip	75.00
Limited continuous operation:	
90 days	250.00
Semi-annual	500.00
Annual	1,000.00
Local only--Annual	5,000.00
Special permits for over size/weight making repeated moves across street—6 months	500.00
Special permits for moving buildings or large machines, single trip only	
Engineering inspections or field investigations:	
Normal field investigations	50.00
Special engineering investigations requiring assessment of work and final inspection	50.00
Police escort:	
Each officer—per hour	50.00
Minimum fee—per officer	50.00
Supplemental special permit issuance	20.00
Release of vehicle immobilized on private parking lot or area	
Maximum charge for all except for large townhome complexes	90.00
Maximum charge for large townhome complexes	170.00
Impounded vehicle—administrative fee	300.00

Zoning	
<i>Description</i>	<i>Amount--\$</i>
Sign permits—for construction and erection of signs:	
Development, business, identification and advertising signs:	
Non-illuminated, per square foot of sign area	3.00
Illuminated signs generally:	
Base fee	30.00
Plus additional per square foot of sign area	3.00
Marquees and leaderboards:	
Illuminated:	
Base fee	30.00
Plus additional per square foot of sign area	3.00
Non-illuminated:	
Base fee	20.00
Plus, per square foot of sign area	3.00
Face change, per square foot of sign area	1.00
Real estate, construction, temporary, grand opening, and portable signs:	
Non-illuminated—each	\$20.00
Illuminated—each	\$30.00
Zoning certificates:	
Residential, single family detached/attached and multiple family:	
Accessory uses or structures (shed, pool, deck, patio, hot tub, gazebo, driveway)	30.00
Fence and driveway replacement	10.00
Principal structures	450.00
Additions to principal structures	100.00
Construction trailers	250.00
New subdivision landscape inspection	125.00
Landscape reinspection	60.00
Commercial/industrial:	
Structures or additions	200.00

	Tenant build out or remodel	150.00
	Construction trailers	250.00
	Occupancy landscape inspection (new construction only)	125.00
	Occupancy landscape reinspection	60.00
Special use or planned development sign requirements—refundable deposit		50.00
Appeals—each		500.00
Text amendment of development code—application		1,000.00
Map amendment of the development code—application:		
	Up to 10 acres	2,500.00
	Greater than 10 acres but less than 80 acres	2,500.00
	Plus, for each acre or fraction thereof over 10 acres	90.00
	80 acres or more	6,500.00
	Plus, for each acre or fraction thereof over 80 acres	75.00
Special use permit generally:		
	Up to 10 acres	2,500.00
	Greater than 10 acres but less than 80 acres:	
	Base fee	2,500.00
	Additional for each acre or fraction thereof over 10 acres	90.00
	80 acres or more:	
	Base fee	6,500.00
	Additional for each acre or fraction thereof over 80 acres	75.00
	Reviews over 4—each	500.00
Special use permit for planned development:		
Residential:		
	Base fee	2,500.00
	Plus additional per dwelling unit	30.00
	Reviews over 4—each	500.00
Commercial or industrial:		
	Up to 10 acres	2,500.00
	Greater than 10 acres but less than 80 acres:	
	Base fee	2,500.00
	Plus, for each acre or fraction thereof over 10 acres	90.00
	80 acres or more:	
	Base fee	6,500.00
	Plus additional for each acre or fraction thereof over 80 acres	75.00
	Reviews over 4—each	500.00
Mixed use development:		
Residential portion:		
	Base fee	2,500.00
	Plus additional per dwelling unit	30.00
Non-residential portion:		
	Up to 10 acres	2,500.00
	Greater than 10 acres but less than 80 acres:	
	Base fee	2,500.00
	Plus additional for each acre or fraction thereof over 10 acres	90.00
	80 acres or more:	
	Base fee	6,500.00
	Plus additional for each acre or fraction thereof over 80 acres	90.00
	Additional reviews over 4, each	500.00
Variations:		

Residential:		
	Base fee	125.00
	Plus additional for each variance over 5	20.00
Commercial business or developer:		
	Base fee	1,000.00
	Plus additional for each variance over 5	200.00
PUD and SUP:		
	Base fee	2,000.00
	Plus additional for each variance over 5	400.00
Concept plan approval:		
	Up to 10 acres	750.00
	Greater than 10 acres	1,000.00
	Reviews over 4—each	500.00
Preliminary plat or plan approval:		
	Up to 10 acres	2,500.00
Greater than 10 acres but less than 80 acres:		
	Base fee	2,500.00
	Plus additional for each acre or fraction thereof over 10 acres	90.00
80 acres or more:		
	Base fee	6,500.00
	Plus additional for each acre or fraction thereof over 80 acres	75.00
	Reviews over 4—each	500.00
Zoning verification letter—per building		30.00
Annexations:		
	Proposed annexation agreement—application fee	1,000.00
	Special use for PUD annexation agreement—application fee	2,000.00
	Annexation agreement amendment	1,000.00
	Special use for PUD annexation amendment	2,000.00

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 21-

TITLED:

AMENDING CHAPTER 46 "TAXATION" OF THE BOLINGBROOK MUNICIPAL CODE TO
IMPOSE A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

PREPARED BY & MAIL TO:

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

ORDINANCE 21-

AMENDING CHAPTER 46 "TAXATION" OF THE BOLINGBROOK MUNICIPAL CODE TO IMPOSE A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

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 Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/8-11-23, permits the Village to impose a tax upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Program Act; and

WHEREAS, the Mayor and Board of Trustees believe it to be in the best interest of the residents of the Village to amend the Bolingbrook Municipal Code to impose a municipal cannabis retailers' occupation tax.

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: Chapter 46 "Taxation" of the Bolingbrook Municipal Code is hereby amended by adding the following Article:

ARTICLE XIII- MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

Section 46-373—46-401 is reserved.

Section 46-402. TAX IMPOSED

(a) A tax is hereby imposed in accordance with the provisions of Section 8-11-23 of the Illinois Municipal Code, 65 ILCS 5/8-11-22, upon all persons engaged in the business of selling cannabis at retail in the Village at a rate of 3% of the gross receipts from the sales made in the course of that business.

- (b) This tax does not apply to cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act.
- (c) This tax is in addition to all other taxes and fees imposed by the Village of Bolingbrook, Counties of Will and DuPage and State of Illinois.

Section 46-403. TAX COLLECTION

- (a) The tax imposed by this Ordinance and all civil penalties that may be assessed as an incident of the tax shall be collected and enforced by the Illinois Department of Revenue.
- (b) Persons subject to any tax imposed under this Section may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect.

Section 46-404. RECORDS

Every person who is subject to this tax shall keep and maintain accurate and complete documents, books, and records of each transaction or activity subject to this section, from start to complete, including all original source documents. All such books and records shall be kept by the owner and shall, at all reasonable times during normal business hours, be open to inspection, audit, or copying by the Mayor or his/her designee.

Section 46-405. CANNABIS BUSINESS LICENSE

If any holder of a Village cannabis business license fails to remain current in the payment of the tax imposed by this section, the adult-use cannabis business license may be suspended or revoked by the Mayor, or his or her designee, until said tax is made current. No adult-use cannabis may be sold from said premises until the tax has been paid.

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

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

SECTION SIX: The Village Clerk shall send certified copies of this Ordinance to the Illinois Department of Revenue upon passage as required by law.

ADOPTED THIS __ DAY OF SEPTEMBER 2021.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS __ day of SEPTEMBER 2021.

MAYOR

ATTEST:

VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON SEPTEMBER _____, 2021.

ORDINANCE 21-

AMENDING CHAPTER 13 OF THE MUNICIPAL CODE DECREASING CLASS "D" FROM EIGHTEEN (18) TO SEVENTEEN (17) AND CLASS "D-1" FROM TWENTY-FOUR (24) TO TWENTY-THREE (23) – FRANCESCA'S BOLINGBROOK, LLC (641 E. BOUGHTON RD., #155)

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

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

SECTION ONE: That Section 13-207(k) of Chapter 13 of the Municipal Code of the Village of Bolingbrook is amended by decreasing the number of Class "D" licenses from eighteen (18) to seventeen (17) so that Section 13-207(k) shall hereafter be and read as follows:

Section 13-207. NUMBER OF LICENSES.

- (k) The total number of all Class "D" licenses issued and in force at any one time shall not exceed seventeen (17) such licenses, unless and until the population of the Village shall reach 75,000 inhabitants. Thereafter, not more than one (1) additional Class "D" license shall be issued and in force at any time for each additional 4,500 inhabitants.

SECTION TWO: That Section 13-207(l) of Chapter 13 of the Municipal Code of the Village of Bolingbrook is amended by decreasing the number of Class "D-1" licenses from twenty-four (24) to twenty-three (23) so that Section 13-207(l) shall hereafter be and read as follows:

Section 13-207. NUMBER OF LICENSES.

- (l) The total number of all Class "D-1" licenses issued and in force at any one time shall not exceed twenty-three (23) such licenses, unless and until the population of the Village shall reach 75,000 inhabitants. Thereafter, not more than one (1) additional Class "D-1" 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 14th DAY OF SEPTEMBER, 2021.

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

APPROVED THIS 14th DAY OF SEPTEMBER, 2021.

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 SEPTEMBER 15, 2021.