

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 OCTOBER 14, 2025**

MARY S. ALEXANDER-BASTA
Mayor

MARTHA M. BARTON
Village Clerk

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

TRUSTEES
MICHAEL T. LAWLER
MICHAEL J. CARPANZANO
TROY J. DORIS
JEAN M. KELLY
BHAVINI K. PATEL
JOSE QUINTERO

PLEDGE OF ALLEGIANCE:

A. ROLL CALL:

B. APPROVAL OF MINUTES:

- 1. Regular Meeting of September 23, 2025**

C. APPROVAL OF AGENDA:

D. MAYOR'S REPORT:

1. Proclamations:

- 1. CITIZENS AGAINST ABUSE MONTH – October 2025**
- 2. CYBERSECURITY AWARENESS MONTH – October 2025**

2. Presentations:

1. American Legion Awards, Presented by Hershel Walker:

- a. Firefighter Paramedic of the Year 2025 – Mark Lyman**
- b. Police Officer of the Year 2025 – Marjorie Higen**
- c. Police Officer of the Year 2025 – Nicholas Christopher**

2. 40/8 Award, Presented by Thomas Mlynek:

- a. Firefighter Paramedic of the Year Jacob Errington**

3. VFW Awards, Presented by Greg Palmer, Commander:

- a. Public Works Employee of the Year 2025 Award –
Joseph Rocco Passarella, Electrician III**
- b. Firefighter Paramedic of the Year 2025 – Mark Lyman**
- c. Police Officer of the Year 2025 – Jenna Swendsen**

4. Check Presentation:

- a. Presented by Action Truck Parts to Special Olympics Illinois on behalf of the Bolingbrook Police Department for their dedication, partnership and sponsorship of numerous events**

3. PUBLIC COMMENTS- AGENDA ITEMS ONLY **

4. STAFF

1. Bill Approval

- Bill Listing A: \$ 1,566,115.27**
- Bill Listing B: \$ 3,098,204.35**
- Total \$ 4,664,319.62**

E. RESOLUTIONS

- 1. Resolution (25R-092) Approving and Authorizing Amendments and Clarifications to the Redevelopment Agreement between the Village of Bolingbrook and Bolingbrook Equity I Limited Partnership**
 - Original Redevelopment Agreement for the Commons shopping center was approved on June 30, 2022
 - Amendment clarifies certain definitions and extends the date for substantial completion to December 31, 2025
 - Reviewed and approved by all relevant personnel.

- 2. Resolution (25R-093) Authorizing the Purchase of a Replacement John Deere Utility Task Vehicle**
 - The current utility task vehicle (UTV) used by Public Works for building and grounds maintenance requires repairs that exceed its value
 - Total cost to purchase new John Deere Gator UTV not to exceed \$26,757.59, which is \$443.41 under the budgeted amount of \$27,201.00
 - Reviewed and approved by the Public Services and Development Committee

- 3. Resolution (25R-094) Approving the Membership of the Village of Bolingbrook in the DuPage Convention and Visitors Bureau**
 - The DuPage Convention and Visitors Bureau is a not-for-profit agency that promotes DuPage County businesses
 - Total cost not to exceed \$70,000.00 to be paid from hotel/motel tax funds
 - Reviewed and approved by all relevant Personnel

F. ORDINANCES

- 1. Ordinance (25-034) Amending Chapters 12, 6, and 34 of the Bolingbrook Village Code to Establish Regulations for Limited Video Gaming (Gambling) in the Village of Bolingbrook**
 - Establishes regulations for limited video gaming licenses within the Village, consistent with the Illinois Video Gaming Act
 - Limits the number of licenses, restricts eligibility for licenses and establishes standards for enforcement and operations
 - Reviewed and approved by all relevant personnel

2. Ordinance (25-035) Authorizing the Purchase of Property by the Village of Bolingbrook (3.73 Acres- Falcon Ridge Way)

- Property is located near Janes Avenue and Falcon Ridge Way
- Village owns approximately 40 acres to the east, acquiring this property will assist in a future master development
- Total cost not to exceed \$351,000.00 plus closing costs not to exceed \$10,000.00
- Reviewed and approved by all relevant Personnel

G. PUBLIC COMMENTS – GENERAL**

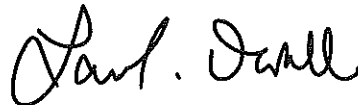
H. MAYOR’S COMMENTS:

I. TRUSTEES’ COMMENTS AND REPORTS:

J. EXECUTIVE SESSION:

K. ADJOURNMENT:

Approval for Submission:



**Lauren DaValle
Village Attorney**

**Odelson, Murphey,
Frazier, McGrath, Ltd.**

CITIZEN’S GUIDE TO ADDRESSING THE VILLAGE BOARD

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

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK – SEPTEMBER 23, 2025

CALL TO ORDER:

The Regular Meeting of the Mayor and Board of Trustees of the Village of Bolingbrook was called to order at the hour of 7:30 p.m. on September 23, 2025, in Bolingbrook, Illinois, by Mayor Mary S. Alexander-Basta.

PLEDGE OF ALLEGIANCE:

Mayor Mary S. Alexander-Basta requested Rick Cochrane to lead the pledge to the Flag.

ROLL CALL:

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

Present were: Mayor Mary S. Alexander-Basta, Trustees Michael T. Lawler, Troy J. Doris, Jean M. Kelly, Michael J. Carpanzano, Bhavini K. Patel, and Jose Quintero.

Absent: None

Also present were:

Village Clerk, Martha M. Barton; Village Attorney, Lauren DaValle; Administrators, Ken Teppel and Lucas Rickelman; Finance Director, Rosa Cojulun; Director of Public Works, Andres Orrego; Police Chief, Michael Rompa; Deputy Police Chief, Sean Koren; IT Manager, Phillip Chau; Fire Chief, Jeff LaJoie; Deputy Fire Chief, Chris Jostes; and Director of Community Development, Matt Eastman.

Absent: None

JOURNAL OF PROCEEDINGS:

Motion Patel, second Doris to approve the minutes of the regular meeting September 09, 2025, as submitted by the Village Clerk.

Voice vote. Motion carried.

APPROVAL OF AGENDA/ADDITIONS:

Village Attorney DaValle indicated that there were no additions or corrections to the Agenda.

Approval of the Agenda as presented:

Motion: Quintero

Second: Lawler

Voice Vote: Motion Carried

REPORTS OF OFFICERS:

Mayor

PROCLAMATIONS:

1. FIRE PREVENTION WEEK – October 5th – 11th, 2025; Accepted by Fire Marshall Brian Gaston & Firefighter/Paramedic Nicole McGowan of the Bolingbrook Fire Department
2. FILIPINO FRIENDSHIP SOCIETY 50TH ANNIVERSARY DAY – October 3, 2025 accepted by Michael Palmaira, President of the Filipino Friendship Society, and other members of the Society.

PUBLIC COMMENTS:

None

BILL APPROVAL:

Bill Listing A: Payables in the amount of \$ 1,513,943.85
 Bill Listing B: Payables in the amount of \$ 320,506.53
 Total: \$ 1,834,450.38

Motion: Lawler
 Second: Doris
 Roll Call Vote: Motion Carried

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

ROLL CALL: Yea	6	Carpanzano, Doris, Kelly, Lawler, Patel, Quintero
Nay	0	None
Absent	0	None
Abstentions	0	None

Motion carried.

TAX RECEIPTS:

- July 2025 State Income Tax - \$658,236.73, a 1.7% increase from a year ago
- June 2025 Sales Tax - \$4,351,719.03, a 18.9% increase from a year ago
- July 2025 Motor Fuel Tax - \$283,563.71, a 1.1% increase from a year ago
- June 2025 State Administrative Fee - \$35,450.36

RESOLUTIONS

25R-088

AUTHORIZING THE ANNUAL PURCHASE OF MUNICIPAL ENFORCEMENT SOFTWARE FROM OPENGOV

Motion Kelly, second Carpanzano to adopt a resolution authorizing the annual purchase of Municipal Enforcement Software from OpenGov.

The Village uses OpenGov for online permitting and licensing for residents and businesses. This Resolution authorizes the purchase of this software for another year at a cost not to exceed \$82,313.00, which is \$17,687.00 under the budgeted amount of \$100,000.00. This purchase was reviewed and approved by the Finance Committee.

ROLL CALL: Yea	6	Carpanzano, Doris, Kelly, Lawler, Patel, Quintero
Nay	0	None
Absent	0	None
Abstentions	0	None

Motion carried.

25R-089

APPROVING AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR MEMBERSHIP IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

Motion Quintero, second Patel to adopt a resolution approving an Intergovernmental Agreement providing for membership in the Illinois Public Works Mutual Aid Network (IPWMAN).

IPWMAN provides a system of mutual aid to member agencies within the State. This Resolution approves an intergovernmental agreement providing for the membership of the Village in this Mutual Aid Network. The annual fee is \$500. This agreement was reviewed and approved by the Public Services and Development Committee.

ROLL CALL: Yea	6	Carpanzano, Doris, Kelly, Lawler, Patel, Quintero
Nay	0	None
Absent	0	None
Abstentions	0	None

Motion carried.

25R-090

APPROVING THE PROPOSAL OF AMERICAN VETERAN SOLUTIONS, LLC FOR THE INSTALLATION OF TREES THROUGHOUT THE VILLAGE'S RIGHTS OF WAY

Motion Doris, second Kelly to adopt a resolution approving the proposal of American Veteran Solutions, LLC for the installation of trees throughout the Village's rights of way.

Public Works removes approximately 300-500 trees per year within the Village due to age and damage. This Resolution approves the proposal of American Veteran Solutions to plant approximately 500 replacement trees throughout the Village's rights of way at a cost not to exceed the budgeted amount of \$220,000.00. This proposal was reviewed and approved by the Public Services and Development Committee.

ROLL CALL: Yea 6 Carpanzano, Doris, Kelly, Lawler, Patel, Quintero
 Nay 0 None
 Absent 0 None
 Abstentions 0 None

Motion carried.

25R-091
APPROVING THE PROPOSAL OF HOMER TREE CARE, INC. FOR TREE PRUNING THROUGHOUT THE VILLAGE

Motion Lawler, second Quintero to adopt a resolution approving the proposal of Homer Tree Care, Inc for tree pruning throughout the Village.

Homer Tree Care submitted a proposal for tree pruning of the trees within the Village's rights of way, which is required to maintain the health of the Village's trees. The proposal contains rates per tree diameter. Based upon these rates and prior yearly costs, the total annual cost shall not exceed \$375,000.00. This proposal was reviewed and approved by the Public Services & Development Committee.

ROLL CALL: Yea 6 Carpanzano, Doris, Kelly, Lawler, Patel, Quintero
 Nay 0 None
 Absent 0 None
 Abstentions 0 None

Motion carried.

ORDINANCES:

25-031
APPROVING A SPECIAL USE PERMIT FOR A PLANNED INDUSTRIAL DEVELOPMENT WITH VARIANCES AND FINAL DEVELOPMENT PLAN AT 430 GIBRALTAR

Motion Lawler, second Doris to pass an ordinance approving a Special Use Permit for a Planned Industrial Development with Variances and Final Development Plan at 430 Gibraltar.

This planned industrial development will expand the existing trailer and truck parking area for the property's tenant- Global Market Foods. The Applicant is also seeking variances to reduce the total required open space and reduce the required parking stalls. This Ordinance also

approves the Final Development Plan for the property. This application was reviewed by the Plan Commission, who recommends approval.

ROLL CALL: Yea 6 Carpanzano, Doris, Kelly, Lawler, Patel, Quintero
 Nay 0 None
 Absent 0 None
 Abstentions 0 None

Motion carried.

25-032

APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT WITH VARIANCES AND FINAL DEVELOPMENT PLAN AT 580-590 KILDEER DRIVE

Motion Kelly, second Lawler to pass an ordinance approving an amendment to a Special Use Permit for a Planned Development with Variances and final Development Plan at 580-590 Kildeer Drive.

A Planned Development with Variances was previously approved for this property. The Applicant is seeking an amendment to add 12 additional property spaces for tenant Shadow Equipment. The Applicant is also seeking variances to the drive aisle width and parking stall depth, front yard setback and front yard landscaping requirements. This application was reviewed by the Plan Commission, who recommends approval.

ROLL CALL: Yea 6 Carpanzano, Doris, Kelly, Lawler, Patel, Quintero
 Nay 0 None
 Absent 0 None
 Abstentions 0 None

Motion carried.

25-033

APPROVING A SPECIAL USE PERMIT FOR A BARBER/BEAUTY SHOP AT 440 QUADRANGLE DRIVE (PURE PARADISE SALON SUITES)

Motion Patel, second Carpanzano to pass an ordinance approving a Special Use Permit for a Barber/Beauty Shop at 440 Quadrangle Drive (Pure Paradise Salon Suites).

Pure Paradise Salon Suites offers individually leased suites to beauty and cosmetic users, such as makeup artists, barbers and hair beauticians. These uses require a Special Use Permit to operate in the B-4 Zoning District. This Ordinance approves a Special Use Permit to allow Pure Paradise Salon Suites to operate at the subject property. Tattoo and massage use will not be permitted within the suites. This application was reviewed by the Plan Commission, who recommends approval.

ROLL CALL: Yea 6 Carpanzano, Doris, Kelly, Lawler, Patel, Quintero
 Nay 0 None
 Absent 0 None
 Abstentions 0 None

Motion carried.

QUESTIONS/COMMENTS FROM THE AUDIENCE/PRESS:

The following people made comments in favor of video gaming being allowed in Bolingbrook: John Canham, Lisa Kosin, Beth Donofrio, Dave Butcher, Mike Evans, Kevin Wilson, Paul Meeker, John Davin, Herschel Nelson, Rick Cochrane, Robert Zalewski, and Sam Fakhouri; citing:

- economic advantages to both the businesses offering gaming as well as the Village itself
- keeping tax revenue in Bolingbrook
- giving businesses a competitive advantage over the ones in neighboring communities that offer video gaming
- allowing businesses the means to support local initiatives and community organizations
- that it would help the veterans to provide services per their mission

Resident Allaina Humphries spoke to honor long-time resident Ed Bannister, who passed away recently. She cited the many contributions he made over the years that made a very positive impact on those with disabilities, specifically the Visitability Ordinance. This ordinance requires builders to incorporate features that allow for no-threshold entryways, wider doorways, and ADA-compliant bathrooms on the first floor of residences to accommodate those in wheelchairs.

MAYOR'S COMMENTS:

Commented that the board is doing its due diligence in developing the structure that would regulate video gaming in Bolingbrook. Indicated that – if approved -- it would allow a very limited number of video gaming machines in town, that responsible practices would be put in place, that gaming areas would have to be family-friendly so as not to disturb adjacent patrons, and that they would be heavily governed per state and local ordinances.

The Mayor also mentioned that Bolingbrook did file an appeal with the 3rd District Appellate Court against the ICC-approved water rate hike, asking it to review and reverse the increase in rates.

Mayor Alexander-Basta commented on the loss of resident Ed Bannister, indicating that he was a pillar of the community, and although he would no longer be present, his legacy will live on forever, extending her condolences to his family.

Expressed her thanks to the Special Events Commission on the amazing job they did on the Village's recent 60th Anniversary Jubilee celebration.

Announced the 20th Anniversary ribbon cutting for IKEA on Wednesday, September 24th, which will be open to the public.

Mentioned the upcoming ribbon cutting for the new Bolingbrook Art Museum, opening on Friday, September 26th at The Promenade, sponsored by the Bolingbrook Arts Council.

Recognized Fire Chief Jeff LaJoie who will be retiring on October 9th after 30 years in the Fire Service.

Announced the BHS Girls Flag Football Night at the high school on the upcoming Thursday evening.

Expressed her disappointment with the latest social media comments regarding ICE activity. She assured residents that our Bolingbrook Police Department operates according to the Illinois Trust Act, which expressly prohibits them to ask one's immigration status, nor interfere with any activity related to someone's immigration status. They are sworn to follow the law and protect every resident within the boundary of the law.

TRUSTEE COMMENTS AND REPORTS:

TRUSTEE LAWLER:

- Thanked Allaina Humphries for honoring Ed Bannister, citing his own experience of knowing him over the years.
- Thanked all who came to the meeting to express their thoughts about video gaming.
- Expressed his appreciation to Dave Tomsy and Christie Sorenson of the Park District for a successful summer concert series.
- Announced the BHS Food Truck Rally on October 2nd at BHS.
- Mentioned that Advantage Chevrolet will be hosting a "Trunk or Treat" event at their location on October 3rd.

TRUSTEE PATEL:

- Thanked all who came to the board meeting to express their opinions.
- Announced the Cheesy Pretzel 5k/Fun Run on October 5th at The Promenade.

TRUSTEE DORIS:

- Thanked all who came out to the board meeting, expressing his appreciation for the diversity of the speakers (residents, business owners, veterans, community activists), and that he looks forward to dialoguing with residents on both sides of the issue.
- Announced the Bolingbrook Park District's Fall Fest on September 27th at the Bolingbrook Recreation and Aquatic Center.
- Congratulated Trustee Patel for a successful Garba Night, chaired by her and hosted by Sanskriti.

TRUSTEE KELLY:

- Expressed her appreciation for those who came to share their comments.
- Mentioned the Humane Haven Garage Sale on Saturday, September 27th in the Kohl's parking lot.

TRUSTEE CARPANZANO:

- Announced a Save the Date for the Spooktacular Festival at the Promenade on Saturday, October 25th.
- Thanked all who came to the board meeting, expressing his appreciation for the sense of community among those who attended.

TRUSTEE QUINTERO:

- Expressed his appreciation for an amazing and colorful Garba Night, chaired by Trustee Patel.
- Thanked all who came to the board meeting, indicating that their input is invaluable.

EXECUTIVE SESSION:

None

ADJOURNMENT:

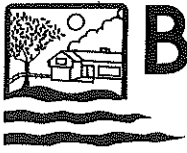
Motion Quintero, second Patel to adjourn the meeting.

Voice vote. Motion carried and meeting adjourned at 8:53 p.m.

Mary S. Alexander-Basta
MAYOR

ATTEST:

Martha M. Barton
VILLAGE CLERK



Proclamation

CITIZENS AGAINST ABUSE OCTOBER 2025

WHEREAS, domestic violence affects individuals of all backgrounds—regardless of culture, age, gender, race, nationality, education, or economic status; and

WHEREAS, nearly one-third of women murdered in the United States each year are killed by a current or former intimate partner, and approximately one million women report being stalked annually; and

WHEREAS, children who witness or experience violence are more likely to perpetuate or suffer from violence later in life, continuing the cycle of abuse; and

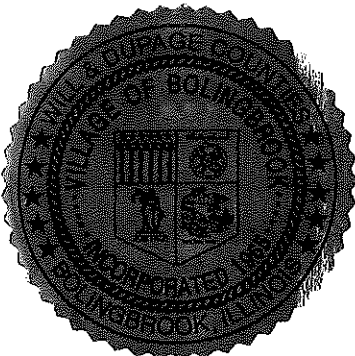
WHEREAS, every person has the fundamental right to feel safe—especially within their own home; and

WHEREAS, domestic violence is not merely a private issue but a serious crime that impacts our communities, schools, workplaces, and overall public health and safety.

NOW, THEREFORE, I, Mary Alexander-Basta, Mayor of the Village of Bolingbrook, in Will and DuPage Counties, Illinois, do hereby proclaim the month of October 2025 as **CITIZENS AGAINST ABUSE MONTH**. This year's theme is **“Shining the Light on Human Trafficking”**, and I encourage all residents of Bolingbrook to stand in solidarity with survivors, raise awareness, and take action to prevent all forms of abuse and exploitation.

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

this 14th day of October, 2025



Mary S. Alexander-Basta

Proclamation

CYBERSECURITY AWARENESS MONTH OCTOBER 2025

WHEREAS, the Village of Bolingbrook recognizes the vital role that technology plays in the daily lives of our residents, businesses, and institutions; and

WHEREAS, the increasing reliance on technology and the internet, especially during these times of rapid digital transformation, brings about new challenges and threats to our digital infrastructure and personal information; and

WHEREAS, cybersecurity threats can have significant implications for our individual and collective privacy, financial health, and community well-being; and

WHEREAS, Cybersecurity Awareness Month, observed every October, is a collaborative effort between government and industry to raise awareness about the importance of cybersecurity and to ensure that all Americans have the resources they need to be safer and more secure online; and

WHEREAS, the Village of Bolingbrook is committed to educating our community about the importance of cybersecurity and promoting safe online practices to protect our village's infrastructure, businesses, and residents from cyber threats; and

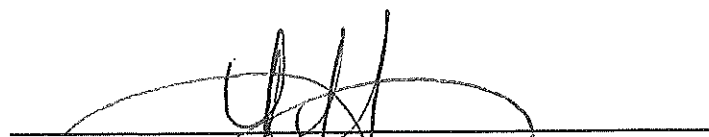
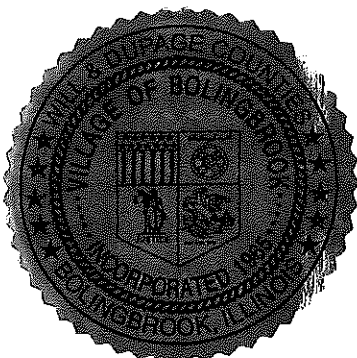
WHEREAS, the Village of Bolingbrook encourages all residents, businesses, and institutions to observe Cybersecurity Awareness Month by becoming aware of their digital footprint, by implementing stronger security practices, and by actively ensuring their digital devices are protected from threats; and

WHEREAS, the 2025 Cybersecurity Awareness Month theme is "**Stay Safe Online**".

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 **OCTOBER 2025** as "**CYBERSECURITY AWARENESS MONTH**" in the Village of Bolingbrook and encourage all residents to learn about Cybersecurity.

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

this 14th day of October, 2025



Mary S. Alexander-Basta

RESOLUTION 25R-092

**APPROVING AND AUTHORIZING AMENDMENTS AND CLARIFICATIONS TO THE
REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF BOLINGBROOK
AND BOLINGBROOK EQUITY I LIMITED PARTNERSHIP**

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 (the "Village"), 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, on June 30, 2022, the Village previously entered into a Redevelopment Agreement with Bolingbrook Equity I Limited Partnership (the "Company") regarding improvements to the property located at 350 South Bolingbrook Drive, Bolingbrook, Illinois commonly known as the "Commons Shopping Center" (the "Redevelopment Agreement"); and

WHEREAS, substantial progress has been made in the redevelopment of the Commons Shopping Center, and there are new businesses entering the shopping center that do not fall within traditional retail sales but were nevertheless contemplated as important additions to the Village and qualify as part of the overall redevelopment efforts as provided for in the Redevelopment Agreement; and

WHEREAS, the Village and the Company seek to clarify and modify certain definitions and dates within the original Redevelopment Agreement to ensure transparency, understanding, and to allow for an extension due to Excusable Delays; and

WHEREAS, the Mayor and Board of Trustees find it is in the best interest of the Village to approve the modifications and clarifications to the Redevelopment Agreement and to authorize the Mayor to execute and finalize same.

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

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

SECTION TWO: The Mayor and Board of Trustees of the Village of Bolingbrook hereby authorize and approve the following modifications and clarifications to the Redevelopment Agreement:

1. The term "Sales Tax" shall, in addition to all provisions of the current definition, include (i) the Business District Offset Tax as provided by Chapter 46, Article XIV of the Village of Bolingbrook Code of Ordinances, and as may be amended from time to time (the "Assembly Tax"), and (ii) the Amusement Tax as provided by Chapter 12, Article III, Division 2, Subdivision II of the Village of Bolingbrook Code of Ordinances, and as may be amended from time to time (the "Amusement Tax"). The term "Sales Tax" shall also include any future taxes imposed on business revenues pursuant to the Village's Home Rule authority equal to or in excess of one and one-half percent (1.50%).
2. The term "Retail Sales" shall mean retail sales generated by retailers or businesses selling goods and services in Illinois that generate Sales Tax Revenue.
3. The term "Sales Tax Revenue" shall mean the distribution of Sales Tax received by Bolingbrook either directly or from the Illinois Department of Revenue ("IDOR").
4. The term "Shopping Center Retail Sales" shall mean the total aggregate amount of Retail Sales generated by the Shopping Center's current and future tenants (including ground lessees) or property owners that generate one and one-half percent (1.50%) or more of Sales Tax Revenue.
5. The term "Shopping Center Sales Tax Revenue" shall mean the total Sales Tax Revenue of one and one-half percent (1.50%) or more collected from Shopping Center Retail Sales.
6. The term "Economic Incentive Payment" shall mean Bolingbrook's bi-annual payment to the Company during the Reimbursement Term of this Agreement for any given Sales Tax Year during the Reimbursement Term (as such term is defined herein) for all "Eligible Renovation Expenses" made by the Company pursuant to the terms and conditions of this Agreement and subject to both the "Maximum Incentive Amount" (as defined herein) and the "Retail Sales Baseline" (as defined herein). The Economic Incentive Payment shall be calculated by taking the Shopping Center Retail Sales, which generate one and one-half percent (1.50%) or more of Sales Tax Revenue for the Village, minus the "Retail Sales Baseline", and then multiplying that amount by one and one-quarter percent (1.25%).
7. The deadline for the Company to substantially complete the 2022-2024 Construction Activities is December 31, 2025. Upon substantial completion of such Construction Activities as determined by Paragraph 10 of the

Redevelopment Agreement, the Reimbursement Term shall be deemed to commence on January 1, 2026. This deadline may be extended one (1) additional time for up to one (1) additional year for reasons reasonably beyond the control of the Company and that qualify as Excusable Delays, and which may be granted upon the written approval of the Mayor of Bolingbrook.

SECTION THREE: Subject to attorney approval, the Mayor and Village Clerk or their designee are hereby authorized and directed to execute and attest any amendment to the Redevelopment Agreement that reflects the above-approved modifications and clarifications, and in the manner provided by Section 23(C) of the Redevelopment Agreement. The remaining terms, conditions, and provisions of the Redevelopment Agreement as approved by Ordinance Number 22-042 shall remain the same and shall be in full force and effect.

SECTION FOUR: Any policy, resolution, or ordinance of the Village that conflicts with the provision of this Resolution is hereby repealed to the extent of such conflict.

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

(Remainder of Page Intentionally Blank)

PASSED THIS 14th Day of October, 2025

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

APPROVED THIS 14th DAY OF OCTOBER, 2025.

MARY S. ALEXANDER-BASTA
MAYOR

ATTEST:

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 THIS 15TH DAY OF OCTOBER, 2025.

RES 25R-092

RESOLUTION 25R-093

**AUTHORIZING THE PURCHASE OF A REPLACEMENT JOHN DEERE UTILITY
TASK VEHICLE**

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

WHEREAS, the Village's current utility task vehicle is aged and requires repairs that will exceed its trade-in value; and

WHEREAS, the Mayor and Board of Trustees find it is in the best interest of the Village to purchase a replacement John Deere Utility Task Vehicle.

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 replacement John Deere Utility Task Vehicle for a cost not to exceed \$26,757.59 as set forth in the attached Exhibit 1: John Deere Quote Summary. The Mayor or her designee are hereby authorized to execute the necessary documents to authorize the purchase.

SECTION THREE: Any policy, resolution, or ordinance of the Village that conflicts with the provision of this Resolution 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.

(Remainder of Page Intentionally Blank)

PASSED THIS 14th DAY OF OCTOBER, 2025

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

APPROVED THIS 14TH DAY OF OCTOBER, 2025.

MARY S. ALEXANDER-BASTA
MAYOR

ATTEST:

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 THIS
15th DAY OF OCTOBER, 2025.

RES 25R-093

EXHIBIT 1:
JOHN DEERE QUOTE SUMMARY



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2982580
 UEID: FNSWEDAP0MK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Shorewood Home and Auto
 1002 West Jefferson Street
 Shorewood, IL 60404
 815-741-2941
 kate@shorewoodhomeandauto.com

Quote Summary

Prepared For: Village Of Bolingbrook
 IL

Delivering Dealer: Shorewood Home and Auto
 Stephanie Joseph
 1002 West Jefferson Street
 Shorewood, IL 60404
 Phone: 815-741-2941
 joe.s@shorewoodhomeandauto.com

Quote Id: 32854205
 Created On: 16 May 2025
 Last Modified On: 01 July 2025
 Expiration Date: 15 June 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ HPX815E (Model Year 2025) Contract: Southwell Grounds Maint 112624-DAC (PG NB CG 70) Price Effective Date: June 20, 2025	\$ 27,757.59	X 1	\$ 27,757.59
Equipment Total			\$ 27,757.59

Trade In Summary	Qty	Each	Extended
2016 JOHN DEERE GATOR - T1042325J0M111103 Payoff	1	\$ 1,000.00	\$ 1,000.00
Total Trade Allowance			\$ 1,000.00

Trade In Total	Quote Summary
* Includes Fees and Non-contract Items	Equipment Total
	Trade In
	SubTotal
	Est. Service
	Agreement Tax
	Total
	Down Payment
	Rental Applied
	Balance Due
	\$ 27,757.59
	\$ (1,000.00)
	\$ 26,757.59
	\$ 0.00
	\$ 1,000.00
	\$ 1,000.00

Salesperson: X _____ Accepted By: X _____

Confidential

ORDINANCE 25-034

TITLED:

**ORDINANCE AMENDING CHAPTERS 12, 6, 34, AND 36 OF THE BOLINGBROOK
VILLAGE CODE TO ESTABLISH REGULATIONS FOR LIMITED VIDEO GAMING
(GAMBLING) IN THE VILLAGE OF BOLINGBROOK**

**VILLAGE CLERK
VILLAGE OF BOLINGBROOK**

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

ORDINANCE 25-034

ORDINANCE AMENDING CHAPTERS 12, 6, 34, AND 36 OF THE BOLINGBROOK VILLAGE CODE TO ESTABLISH REGULATIONS FOR LIMITED VIDEO GAMING (GAMBLING) IN THE VILLAGE OF BOLINGBROOK

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

WHEREAS, the Mayor and Village Board of Trustees have determined that it is in the best interests of the Village to amend Chapters 12, 6, 34, and 36 of the Village Code to establish regulations for limited video gaming licenses within the Village while expressly prohibiting sweepstakes machines; and

WHEREAS, it is necessary to further amend conflicting provisions of the Village Code that currently prohibit video gaming to implement these regulations effectively;

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

SECTION 1. The Mayor and Board of Trustees find as fact the recitals hereinabove set forth.

SECTION 2. Chapter 12 (“Businesses”), Article III (“Specific Businesses”), Division 2 (“Amusements and Entertainments”) of the Village Code, is hereby amended by adding a new Subdivision IV labeled “Video Gaming Regulations,” starting at Section 12-170, and which shall read in its entirety as follows:

Chapter 12 — BUSINESSES

Article III — Specific Businesses

DIVISION 2. — Amusements and Entertainments.

...

Subdivision IV — Video Gaming Regulations

Sec. 12-170. Purpose and Scope.

The purpose of this Division is to regulate video gaming (gambling) within the Village of Bolingbrook in a manner consistent with the Illinois Video Gaming Act and to limit licensing to ensure responsible gaming practices. Only specified establishments meeting the criteria set forth herein shall be permitted to operate video gaming terminals.

Sec. 12-171. Definitions.

For the purposes of this Division, the following definitions shall apply:

- (a) **Video Gaming Terminal:** Any electronic device authorized under the Illinois Video Gaming Act that allows users to participate in gambling activities.
- (b) **Licensee:** Any entity holding a valid video gaming establishment license issued by the Village for the allowance of video gaming terminals to operate therein.
- (c) **Class A Liquor License:** A license issued by the Village permitting the retail sale of alcoholic beverages for on-premises consumption as defined by Section 6-36 of this Code and as may be amended from time to time.
- (d) **Hotel** means any building in which the public may, for a consideration, obtain living quarters, sleeping, or housekeeping accommodations. For the purposes of this Subdivision, the term "Hotel" does **not** include inns, motels, tourist homes or courts, lodging houses, rooming houses, or apartment houses.
- (e) **Sweepstakes Machine:** Any electronic device offering prizes or money through a game of skill, chance, or a combination thereof and that is not a licensed Video Gaming Terminal. This includes any stand-alone, table top, or similar mechanically, electrically or electronically operated device in which, upon payment, a participant is automatically entered into a sweepstakes or similar promotion wherein the participant has the option to reveal the results of entry into said sweepstakes or promotion via a display mimicking slot machines, poker, keno, bingo, or any other similar gambling game and thereafter exchange any credits, whether in the form of a printed ticket or otherwise, for cash or merchandise as a prize. Any such device shall be considered a Sweepstakes Machine regardless of whether a coupon for a product or service is provided in exchange for the payment.
- (f) **Truck Stop Facility:** A commercial facility meeting the Illinois Video Gaming Act requirements for licensure as a truck stop gaming establishment (either

a “Licensed Truck Stop Establishment” or a “Licensed Large Truck Stop Establishment”) and that is licensed and permitted for occupancy by the Village as a truck stop (overnight parking) facility business. This shall expressly exclude gas stations or truck fueling stations that are not explicitly permitted for occupancy by the Village as a “truck stop (overnight parking) facility business.”

- (g) **Terminal operator:** As defined in 230 ILCS 40/5, “an individual, partnership, corporation, or limited liability company that is licensed under this Act and that owns, services, and maintains video gaming terminals for placement in licensed establishments, licensed truck stop establishments, licensed fraternal establishments, or licensed veterans’ establishments.”
- (h) **Veterans establishment:** The location where a qualified veterans organization that derives its charter from a national veterans organization regularly meets.
- (i) **Illinois Video Gaming Act:** The provisions of 230 ILCS 40/1 through 40/9999 and as amended from time to time.

Sec. 12-172. License Limits and Eligibility.

- (a) No person, firm, corporation, or other entity shall permit or allow any video gaming terminal to be operated within the Village of Bolingbrook at any location unless they have first been issued both a valid video gaming establishment license by the Village of Bolingbrook and thereafter at all times remain in full compliance with all licensing requirements and regulations. A separate application shall be submitted for each location where the terminal operator intends to place any video gaming terminal. The applicant seeking a video gaming establishment license, or a terminal operator's license, shall have the burden to prove, by clear and convincing evidence, that they are entitled to such licenses in the Village of Bolingbrook.
- (b) The Village shall issue no more than **ten (10) total video gaming establishment licenses** at any one time. All video gaming establishments must also have a valid Village business license.
- (c) In addition to all requirements provided by law and this Code, Video Gaming Establishment Licensees must meet one of the following criteria:
 - 1. Hold a valid “Class A” (or any sub-class thereof as may be added and as may be amended from time to time) liquor license issued by the Village, so long as the Establishment also has a full, working kitchen approved for retail food service by the relevant health authorities and otherwise in compliance with this Code; or

2. Be a facility licensed and permitted for occupancy as a "truck stop" as defined by this Code and as defined under the Illinois Video Gaming Act; or
 3. Be a facility licensed and permitted for occupancy as a "Hotel" and hold a valid Village of Bolingbrook liquor license.
- (d) Except for hotel licensees under subsection (c)(3), all Video Gaming Establishment Licensees must also provide prepared food available for purchase at retail as defined in Section 46-249 of this Code, and as may be amended from time to time, and shall at all times be in compliance with all ordinances and laws regulating the condition of premises used for the storage or sale of food for human consumption. Upon obtaining the proper licenses and approvals as may be required, Hotel licensees may serve and have packaged food available for purchase at retail in lieu of prepared food.
- (e) No other establishments shall be eligible for a video gaming license. No applicant or establishment shall apply or seek renewal of a Video Gaming Establishment License if they have been cited for any infraction or violation of the Village Code unless the applicant or establishment are in full compliance at the time of the application or renewal. The Village may deny, suspend, or revoke any application or license of any applicant or establishment if the applicant or establishment has been found to have violated any Village, State, or Federal law, as is further provided in this Subdivision and Code.
- (f) Video gaming terminals shall comply with all requirements under the Illinois Video Gaming Act.
- (g) No license may be issued where the license applicant owes a debt, fine, fee, or penalty to the Village, or where the license applicant has been convicted of being, or adjudicated to have been, in violation of any provision of the Village Code. No license may be issued where the license applicant is in any way in arrears on any amounts owed to the Village of Bolingbrook, including any relevant sales, property, or other applicable taxes as may be currently imposed or as imposed in the future.
- (h) A video gaming establishment license is purely a personal privilege and does not constitute property, nor is it transferable.
- (i) Notwithstanding any provision to the contrary, video gaming cafes are not permitted in the village. The village intends that in the event any provision of the Village Code conflicts with the prohibition on video gaming cafes, the more restrictive provision shall apply. A "video gaming cafe" is defined for purposes of this section as an establishment whose primary or a major focus is video gaming, and the service of alcohol and food is secondary to the video gaming operation.

he following factors may be considered when determining if a proposed establishment is a video gaming cafe:

- 1) The layout and design of the establishment;
- 2) The preparation and variety of food and beverages offered;
- 3) The creation and operation of a commercial kitchen on the premises where gaming is situated or a partnership with an establishment that operates a commercial kitchen;
- 4) The number of video gaming machines relative to the customer seating capacity of the establishment must be ten customer seats to one machine;
- 5) The square footage of space devoted to video gaming relative to the amount of space devoted to other activities must be four for nongaming to one for gaming;
- 6) The source of proposed or actual revenue derived from the establishment;
- 7) Whether the establishment is proposed to be marketed as a gaming establishment or have a gambling theme;
- 8) The number of employees at the establishment and their proposed function; and
- 9) Any other factors as determined relevant by the Local Gaming Commissioner.

(j) **Video gaming terminal operator licenses.**

1. Separately from video gaming establishment licenses, a video gambling terminal operator licensed in accordance with the Illinois Video Gaming Act is required for any person or entity that leases or otherwise provides for the usage of video gambling terminals to a video gambling establishment licensee under this Article. A person or entity shall apply for and obtain an operator's license from the Village in a form prescribed by the Local Gaming Commissioner and pay the Village for, prior to leasing or providing a video gambling terminal, a video gambling terminal operator's license fee that shall be included in the license fee of any video gaming establishment. The license fees shall be shared equally between the terminal operator and the video gaming establishment as required by law and in the amounts provided for in this Code.

2. Terminal Operator's License Revocation. Any terminal operator's license may be revoked by the Local Liquor Commissioner at any time for any violation of any of the provisions of the Code of Ordinances or any applicable laws, rules, or regulations of the state relating to the Video Gaming Act, 230 ILCS 40, *et seq.*, and such revocation may be in addition to any fine imposed. No video gaming terminal shall be operated in the Village under any circumstances where the terminal operator responsible for the operation of the video gaming terminals no longer has a terminal operator's license issued by the Illinois Gaming Board or by the Village.

Sec. 12-173. Local Gaming Commissioner.

- (a) The position of **Local Gaming Commissioner** is hereby established.
- (b) The Mayor of the Village shall serve as the Local Gaming Commissioner and shall have the following powers and duties:
 1. Oversight and enforcement authority for all licensed video gaming establishments within the Village.
 2. Authority to promulgate rules and regulations necessary for the enforcement of this Division.
 3. Power to grant, suspend, or revoke video gaming licenses subject to applicable laws and Village ordinances.
 4. Power to investigate and report on alleged violations of local ordinances pertaining to video gaming or gambling or the Illinois Video Gaming Act.
 5. Responsibility for serving as a liaison between the general public regarding video gaming and the owners and operators of such business establishments and video gaming terminals.
 6. Responsibility for monitoring and reporting from time to time summaries of video gaming impacts on local tax revenues, crime, nuisance complaints, industry trends relevant to the village, and any other issues contributing to or compromising local quality of life for residents, workers, and visitors.
 7. All of the powers, functions, and duties delegated to that office by this chapter and other ordinances of the village and not otherwise assigned. This shall include the power to require any business with a current video gaming license or video gaming terminal operator license or with a pending application for same to produce any and all records that directly or indirectly relate to the operation of the licensee's premises.

8. Beginning May 15, 2029, compensation for serving as local video gaming commissioner shall be three thousand (\$3,000) dollars per year and otherwise allowed by law, or as otherwise specified by ordinance from time to time.

Sec. 12-174. Standards of Operation.

The following regulations apply to all licensed establishments operating a video gaming terminal on the licensed premises:

- (a) Video gaming terminals in a licensed establishment shall be operated only during the same hours of operation allowed for the consumption of alcoholic beverages, generally permitted to holders of the local liquor license under the Liquor Control Act of 1934. A licensed Truck Stop Facility that does not hold a liquor license may operate video gaming terminals on a continuous basis.
- (b) Licensees must display a valid Illinois Gaming Board-issued video gaming license and a Village-issued video gaming license prominently in the gaming area at all times.
- (c) Each licensed establishment must provide internal signage indicating the location of the video gaming addiction helpline, as required by the Illinois Video Gaming Act.
- (d) No more than six (6) video gaming terminals may be located on the licensed premises. However, a licensed Truck Stop Facility that qualifies as a Large Truck Stop Facility under the Illinois Video Gaming Act may operate up to ten (10) video gaming terminals on its premises.
- (e) All video gaming terminals must be located in an area restricted to persons over twenty-one (21) years of age. No licensed establishment, or its employee or agent, may permit any person under the age of twenty-one (21) years to be within the restricted area. Licensed establishments that admit individuals under the age of twenty-one (21) must have the video gaming restricted area separated from the rest of the premises by a constructed divider that shields gaming machines from view of seated patrons outside the restricted area. The entrance to the restricted area must be within the view of at least one (1) employee of the establishment who is over twenty-one (21) years of age. Each underage person located within the restricted area constitutes a separate and distinct violation of this subsection and shall be subject to the penalties as provided by this Article.
- (f) No licensed establishment, or its employee or agent, may permit any person under the age of twenty-one (21) years to use, play, or operate a video gaming terminal.

Each underage person playing a video gaming terminal constitutes a separate and distinct violation of this subsection and shall be subject to the penalties as provided by this Article.

- (g) It is unlawful for any person under twenty-one (21) years of age to use, play, or operate a video gaming terminal.
- (h) Signage must be posted at the entrance to, and inside of, the designated gaming area in accordance with the regulations adopted by the Illinois Gaming Board.
- (i) The licensed establishment must fully comply with all applicable village ordinances, including the village's liquor control regulations, as well as any applicable federal and state laws and regulations.
- (j) The licensed establishment must fully comply with the Illinois Video Gaming Act, as amended, and all rules, regulations, and restrictions imposed by the Illinois Gaming Board.
- (k) Licensed establishments must immediately notify the Local Gaming Commissioner in the event the Illinois Gaming Board revokes or suspends the licensed establishment's video gaming license. The revocation, loss, or suspension of a valid state video gaming license shall automatically result in the revocation, loss, or suspension of the village video gaming license for all video gaming terminals without any refund of any fee.
- (l) An owner, manager, or employee over the age of twenty-one (21) must be present during all hours of operation when video gaming terminals are available for use by the public.
- (m) Video recording and monitoring equipment shall be installed and maintained in good working order in the licensed premises pursuant to specifications as determined from time to time by the chief of police or his or her designee, and shall continuously record the restricted area containing video gaming terminals during all hours of operation. Video recordings shall be stored and maintained for a period of at least sixty (60) days and must be accessible to the chief of police or his or her designee upon request at any time. A written notice that "video gaming operations are video recorded" shall be posted at the entrance to the restricted area. Licensees who have video gaming terminals shall record all persons entering or leaving the building, the operation and playing of all video gaming terminals, and all payouts/distributions of winnings from gaming activities.
- (n) The licensed establishment shall prevent access to video gaming terminals by persons who are visibly intoxicated.

- (o) Any exterior signage related to video gaming or gambling shall be prohibited. This shall include, but shall not be limited to, any flags, banners, signs, displays, and/or lights (flashing or otherwise).
- (p) Upon receipt of proof of the issuance of an Illinois video gaming license, the issuance of a qualifying village liquor license, and payment of all appropriate fees, the Local Gaming Commissioner shall issue Village video gaming terminal stickers, which shall be affixed to each video gaming terminal in a conspicuous place and shall be clearly displayed at all times on each video gaming terminal. Video gaming stickers shall not be transferable. It is unlawful to operate a video gaming terminal in the village without a valid video gaming terminal sticker affixed thereon.
- (q) Each licensed terminal operator must be an Illinois resident or have performed business continuously within Illinois for a period of forty-eight (48) months prior to applying for a terminal operator license.
- (r) A video gaming terminal operator may not be a video gaming terminal manufacturer or distributor. An owner or manager of a licensed video gaming location may not be a video gaming terminal manufacturer or distributor.
- (s) A burglar alarm system shall be installed and maintained in good working order in the licensed premises. The burglar alarm system shall alert the licensed premises' alarm system monitor, who will, in turn, promptly notify the village police department in instances of unpermitted entry into the licensed premises. Alarm systems operating within the village shall have an alarm permit issued by the village, and such system shall be approved by the chief of police.
- (t) No building housing a video gaming terminal shall be located within one hundred (100) feet of another building housing a video gaming terminal. This distance separation requirement shall be measured to the nearest corner of the building or leased space housing the video gaming terminal to the nearest corner of the building or leased space housing another video gaming terminal. No license shall be issued if the village determines that this distance separation requirement is not met.
- (u) All video gambling licensees shall participate in the Illinois Gaming Board Self-Exclusion Program and ensure that they have safeguards for monitoring and identifying patrons in the program at their establishments.
- (v) All operation standards must be otherwise in conformity with the Illinois Video Gaming Act, as may be amended from time to time, and which is hereby adopted and incorporated herein by reference.

Sec. 12-175. Prohibitions and Limitations.

- (a) **Sweepstakes Machines Ban:** The operation, use, or possession of "sweepstakes machines" is expressly prohibited in all forms within the Village.
- (b) No licensee shall cause or permit any person under the age of 21 years to use or play a video gaming terminal. Any licensee who knowingly permits a person under the age of 21 years to use or play a video gaming terminal is guilty of a violation of this article and shall be fined an amount as defined in Section 178, as amended from time to time, or otherwise in this Code, and shall automatically have their license deemed ineligible for renewal.
- (c) Video gaming licenses shall not be transferable.
- (d) The right hereunder to submit an application for a video gaming license, including renewal, shall not be construed to create a vested interest or right in such license, and shall not constitute property. Any video gaming license (establishment or operator) issued hereunder shall not be subject to attachment, garnishment, or execution, shall not be alienable or transferable (voluntarily or involuntarily), or subject to being encumbered.
- (e) Licensed establishments shall submit monthly reports to the Village on gross income from all video gaming terminals.
- (f) Noncompliance with the provisions of this Division constitutes grounds for revocation of the license and other penalties as authorized by law.

Sec. 12-176. Inspections; Revocation or Suspension of Licenses

- (a) Every licensed video gaming establishment where a video gaming terminal is kept shall be subject to inspection by the Local Gaming Commissioner, the Chief of Police, or their authorized agents, at any time, to ensure compliance with the Village Code. The village and its agents shall be allowed unrestricted access to enter the licensed establishment to determine compliance with this article and the Illinois Video Gaming Act. This includes any establishment applying for a video gaming establishment license and/or a video gaming terminal operator's license. It shall be unlawful for any person to hinder, resist, oppose, or attempt to hinder, resist, or oppose the Chief of Police or his/her respective agents in the course of an inspection.

- (b) In addition to any penalties and fines provided by this Code, the Village Local Gaming Commissioner or her/his designee shall have the jurisdiction to suspend or revoke any video gaming establishment license and any terminal operator's license issued by the Village if, after a hearing, she/he determines that the licensee has violated any of the provisions of any ordinance enacted by the corporate authorities of the Village. A license shall only be revoked for a violation that evidences a deliberate disregard of any statute, regulation, or this ordinance, or upon repeated violations of the same requirement. The hearing shall be based upon written charges setting forth the facts for the alleged violation that are served upon the licensee with a notice to appear at a specific date, time, and place for a hearing that is not less than seven (7) days after the date of service of the notice to appear and the written charges. The charges and the notice to appear may be served by certified mail to the address for the licensee, by personal delivery to the licensee's manager or agent at the location in the village for which the license has been granted, or otherwise in any manner allowed for the service of a summons under the Illinois Code of Civil Procedure. At the hearing, the licensee may be represented by an attorney at its own expense and shall have the right to cross-examine witnesses, receive and review documentary evidence presented, call its own witnesses, and present documentary evidence on their behalf. All testimony shall be given under oath, and the hearing shall not be subject to the strict application of the rules of evidence, provided the testimony is of a type that is reasonably deemed reliable and probative of a matter relevant to the hearing. The hearing shall be transcribed by a certified court reporter or recorded and subsequently transcribed. The Village Attorney shall represent the Village. The Village's Local Gaming Commissioner shall issue a written decision based on the facts presented at the hearing as to whether the license shall be suspended or revoked.
- (c) If the hearing is conducted by a hearing officer designee of the Village's Local Gaming Commissioner, the hearing officer shall submit written findings with the hearing officer's recommendation to the local gaming control commissioner. The local gaming commissioner shall obtain and review a transcript of the hearing, review the findings and recommendations of the hearing officer, and render a written decision as to whether the license shall be suspended or revoked.
- (d) In any action where the licensee is found liable, including where penalties are levied or the license is suspended or revoked, the licensee shall pay to the Village all costs and reasonable attorney's fees incurred by the Village and the local gaming commissioner.
- (e) No hearing will be required, however, to revoke or suspend a video gaming establishment license for an establishment that has its state video gambling

license revoked or suspended. Furthermore, no hearing shall be required to revoke or suspend a video gaming establishment license for an establishment where the Village liquor or business license held by the licensee is revoked or suspended.

Sec. 12-177. Application and Fees; Impact & Use Agreements.

- (a) Applicants for a video gaming license shall submit a completed application to the Village Clerk, along with the necessary documentation demonstrating eligibility. Following issuance, licenses shall terminate on the next December 31st of each year.
- (b) Each application shall include a site plan for the premises providing information about the location and operation of the video gambling terminals, which must be submitted with the application, along with a copy of the licensee's state video gambling license issued by the Illinois Gaming Board, and payment of the relevant fees required by this article. Additionally, applicants for Video Gaming Establishment Licenses must submit the Video Gaming Operator's License Application as part of their application package.
- (c) A non-refundable application fee of \$3,000 shall be paid at the time of submission. Licensees shall pay a non-refundable, annual license renewal fee of \$3,000 at the time of submission for their renewal application. Said fees shall be added and reflected on the Village's Fee Schedule, as amended from time to time.
- (d) Licensees shall pay an annual licensing fee of \$1,500 for each authorized video gaming terminal on the licensed premises. No prorations are allowed for partial-year video gambling terminal applications. Said fees shall be added and reflected on the Village's Fee Schedule, as amended from time to time.
- (e) The total cost of said fees shall be shared equally between the terminal operator and the applicable licensed establishment in accordance with State law.
- (f) **Impact agreements.** The village anticipates that it will incur additional expenses and impacts upon the village's road systems, utility services, public safety services, inspectional services, and permitting services. In order to minimize the burdens on the village, applicants for licenses may be required to execute a video gaming business impact agreement. Video gaming impact agreements with the Village shall set forth conditions that may include but not be limited to:(1) Security requirements and (2) Impact fees.
- (g) **Impact fees.** In order to mitigate the financial impact upon the Village and remedy the harms resulting from the disproportionate enforcement of gaming-related laws,

the village may require impact fees from business establishments with video gaming licenses to be used for social equity programs, including, but not limited to, employment training programs, community investment, economic development, infrastructure, law enforcement, and public health.

(h) **Use Agreements.** In all cases of application for a licensed location to operate a video gaming terminal, each Licensee shall submit with its application the Use Agreement, as such term is defined by the Illinois Video Gaming Board, between the Terminal Operator, as therein defined, and the Licensee-applicant, which governs the terms of the agreement between the terminal operator and video gaming establishment applicant. Said Use Agreement shall specifically adopt all provisions of the Act, the Rules of the Illinois Gaming Board, and this ordinance. Said Use Agreements shall specifically: 1) state that no inducement was offered or accepted regarding the placement or operation of video gaming terminals in the licensed establishment; 2) contain an indemnity and hold harmless provision on behalf of the State, the Illinois Gaming Board, and its agents relative to any cause of action arising from a Use Agreement; 3) prohibit any assignment other than from a licensed terminal operator to another licensed terminal operator; 4) contain a provision that releases the video gaming location from any continuing contractual obligation to the terminal operator in the event that the terminal operator has its license revoked or denied, has its renewal denied, or surrenders its license. Dollar amounts, but no other provisions, may be redacted prior to submittal to the Village. Use agreements shall specifically require that each licensed terminal operator has an ongoing duty to comply with the following:

- 1) Assume the primary responsibility for the operation and maintenance of video gaming terminals and for payment of tax remittance to the State as required by the Act;
- 2) Maintain and provide, either directly or through a licensed manufacturer, distributor, supplier, licensed technician, or licensed terminal handler, an inventory of associated video gaming equipment to ensure the timely repair and continued, approved operation and play of the video gaming terminals it operates;
- 3) Ensure the timely repair and continued, approved operation and play of the video gaming terminals it operates;
- 4) Assume responsibility for the payment of valid receipt tickets issued by video gaming terminals it operates;
- 5) Maintain at all times an approved method of payout for valid receipt tickets and pay all valid receipt tickets;

- 6) Assume responsibility for terminal and associated video gaming equipment malfunctions, including any claim for the payment of credits arising from malfunctions;
- 7) Promptly notify the Illinois Gaming Board and Village of electronic or mechanical malfunctions or problems experienced in a terminal that affect the integrity of terminal play;
- 8) Extend no form of deferred payment for video gaming terminal play in which an individual receives something of value now and agrees to repay the lender in the future for the purpose of wagering at a video gaming terminal;
- 9) Maintain a single bank account for all licensed video gaming locations with which it contracts for deposit of aggregate revenues generated from the play of video gaming terminals and allow for electronic fund transfers for tax payments;
- 10) Enter into written Use Agreements with licensed video gaming locations that comply with the Act;
- 11) Obtain and install, at no cost to the Village or State and as required by the Video Gaming Board, all hardware, software, and related accessories necessary to connect video gaming terminals to a central communications system;
- 12) Offer or provide nothing of value to any licensed video gaming location or any agent or representative of any licensed video gaming location as an incentive or inducement to locate, keep, or maintain video gaming terminals at the licensed video gaming location;
- 13) Not own, manage, or control any licensed establishment, licensed truck stop establishment, licensed fraternal establishment, or licensed veterans establishment;
- 14) Conduct advertising and promotional activities in a manner that does not reflect adversely on or that would discredit or tend to discredit the Village, the Illinois gaming industry, or the State of Illinois;
- 15) Respond to service calls within a reasonable time from the time of notification by the video gaming location;
- 16) Immediately remove all video gaming terminals from the restricted area of play:
 - i. Upon order of the Illinois Gaming Board or the Village, or

- ii. That have been out of service or otherwise inoperable for more than 72 hours;
- 17) Provide the Village on a monthly basis, a current list of video gaming terminals acquired for use in the Village;
- 18) Not install, remove, or relocate any video gaming terminal without prior notification and approval of the Illinois Gaming Board Administrator or his designee;
- 19) Provide prompt notice of an assignment of a Use Agreement to the Village and Illinois Gaming Board;
- 20) Maintain a video gaming terminal access log for each video gaming terminal in the Village, which must be kept inside the video gaming terminal at all times, documenting all access to the video gaming terminal. The log format shall provide for the time and date of access, the persons who had access, the license number when applicable, and the nature of the service or repair made during the access; and
- 21) Service, maintain, or repair video gaming terminals at licensed video gaming locations only by licensed technicians or licensed terminal handlers.
- 22) Video gaming terminal operator shall obtain a proper license from the Village.

Sec. 12-178. Penalties.

- A. It shall be unlawful for any person to violate any provision of this Article. Except as otherwise specifically provided herein, any person found liable at a hearing or following opportunity for a hearing of violating or opposing the enforcement of any provision of this Article, any provision of other village ordinances, or any applicable state or federal law or regulation shall, upon entry of a finding of liability, be subject to the following penalties:
 - 1. First offense in twelve-month period—Seventy-two-hour gaming terminal license suspension and a two thousand dollar (\$2,000.00) fine;
 - 2. Second offense in a twelve-month period—Seventy-two-hour gaming terminal license suspension and a four thousand dollar (\$4,000.00) fine;
 - 3. Third offense in a twelve-month period—Revocation of gaming terminal license and an eight thousand dollar (\$8,000.00) fine.

- B. A separate offense shall be deemed to have been committed on each day during or on which a violation occurs or continues. The foregoing penalties are in addition to any criminal or civil penalties that might be prosecuted by the village or others. In addition, any and all licenses issued to the liquor licensee of the licensed establishment may be subject to suspension or revocation as provided by the Village Code or by law.
 - C. The local gaming commissioner may treat any violations of the provisions of this Article of this code as a violation of the village liquor license pertaining to the licensed establishment and proceed accordingly with respect to exercising enforcement authority over the liquor licensee's liquor license. In addition to all penalties authorized in this section, should the liquor license of the establishment be suspended or revoked, then, and in that event, the video gaming license of the establishment shall likewise be suspended or revoked concurrently. In the event of a revocation or denial of any license or registration under this section, such person shall not be issued any license provided for in this section for one (1) calendar year following the revocation or any appeal thereof.
 - D. In any action where the licensee is found liable for violating any provision of this Code, including where penalties and fines are levied and/or where the license is suspended or revoked, the licensee shall pay to the Village all costs and reasonable attorney's fees incurred by the Village and the local gaming commissioner.
-

SECTION 3. Amendments to Conflicting Provisions.

- (a) Chapter 36, Article VII, Division 1, Section 36-492 ("Gambling") of the Village Code, which prohibits all video gaming within the Village, is hereby amended to exempt licensed video gaming terminals operated under the regulations established by this Ordinance.
- (b) Chapter 34, Article III, Section 34-73 ("Definitions") of the Village Code, which includes "gambling" within the definition of "Nuisance offense" is hereby amended to exempt licensed video gaming terminals operated under the regulations established by this Ordinance
- (c) Chapter 6, Article III, Section 6-73 ("Gambling") of the Village Code, which prohibits all gambling on any premises licensed to sell alcoholic liquor, is hereby amended to exempt licensed video gaming terminals operated under the regulations established by this Ordinance.

- (d) All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Severability.

Should any section, subsection, clause, or provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

SECTION 5. 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.

ADOPTED THIS 14TH DAY OF OCTOBER, 2025.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

APPROVED THIS 14TH DAY OF OCTOBER, 2025.

MARY ALEXANDER-BASTA
MAYOR

ATTEST:

MARTHA BARTON
VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK, ON THIS 15TH DAY OF OCTOBER, 2025.

ORDINANCE 25-035

TITLED:

**ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY BY THE VILLAGE
OF BOLINGBROOK (3.73 ACRES- FALCON RIDGE WAY)**

**VILLAGE CLERK
VILLAGE OF BOLINGBROOK**

PREPARED BY & MAIL TO:

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

ORDINANCE 25-035

ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY BY THE VILLAGE OF BOLINGBROOK (3.73 ACRES - FALCON RIDGE WAY)

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 (the "Village"), 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 Corporate Authorities of the Village have the power by Ordinance to purchase real property for public purposes pursuant to contract; and

WHEREAS, the Village Board of Trustees finds it is in the best interest of the Village to purchase 3.73 acres of vacant land located near Janes Avenue and Falcon Ridge Way in the Village of Bolingbrook for purposes of future development.

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

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

SECTION TWO: The Corporate Authorities hereby approve the purchase of 3.73 acres of vacant land located near Janes Avenue and Falcon Ridge Way with PIN 12-02-12-206-004-0000 pursuant to the terms and conditions set forth in the attached Exhibit 1: Real Estate Sale Contract, at a cost not to exceed \$361,000.00. The Mayor or her designee is authorized to execute the sales contract and fulfill the terms of the contract.

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, approval, and publication in the manner provided by law.

(Remainder of Page Intentionally Blank)

ADOPTED THIS 14TH DAY OF OCTOBER 2025.

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

APPROVED THIS 14TH DAY OF OCTOBER, 2025.

MARY ALEXANDER-BASTA
MAYOR

ATTEST:

MARTHA BARTON
VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON THIS 15TH DAY OF OCTOBER, 2025.

EXHIBIT 1
REAL ESTATE SALE CONTRACT

**REAL ESTATE SALE CONTRACT FOR PROPERTY AT
Vacant lot: 3.73 acres located on, Falcon Ridge Way, Bolingbrook, IL
Identified by its Will County Tax ID 12-02-12-206-004-0000**

THIS CONTRACT ("**Contract**") dated October 3, 2025 (the "**Effective Date**") is by and between, LTD Chicago II, LLC a Virginia limited liability company ("**Seller**") and Village of Bolingbrook, an Illinois municipal corporation ("**Purchaser**").

1. **CONVEYANCE:** Seller agrees to sell and convey to Purchaser by Special Warranty Deed, and Purchaser agrees to purchase from Seller, the real estate located at Falcon Ridge Way, Bolingbrook, County of Will, State of Illinois (the "**Premises**").
2.

A. \$325,000	Purchase Price
B. <u>+\$26,000</u>	Broker Fee
C. \$351,000	Total Payment
3. **CONDITIONS:** Conveyance shall be subject to: (i) special taxes or special assessments, if any, for improvements not yet completed; (ii) installments not due at the date hereof of any special tax or special assessment for improvements heretofore completed, if any; (iii) all real estate taxes of tax year 2025 if any, (iv) party wall agreements and leases if any, covenants, conditions and restrictions of record; (v) zoning and building laws or ordinances; (vi) private, public, utility and/or other easements, or roads, or highways, whether or not of record; and (vii) the terms, reservations and conditions of this Contract (collectively, the "**Permitted Exceptions**").
4. **EARNEST MONEY:** Purchaser shall tender to Millennium Properties r/e Inc., as escrow agent, the sum of Thirty Five Thousand One Hundred and 00/100s Dollars (\$35,100.00) as earnest money (the "**Earnest Money**") on the following schedule: (a) Twenty Thousand and 00/100s Dollars (\$20,000.00) within one (1) business day of the Effective Date; and (b) Fifteen Thousand One Hundred and 00/100s Dollars on or before October 15, 2025. In the event the Purchaser defaults under its obligation to purchase the Premises by the Outside Closing Date, the Seller shall be entitled to retain the Earnest Money which shall be deemed liquidated damages for the breach. The retention of the Earnest Money shall be Seller's sole remedy for a default by Seller.
5. **ESCROW AND CLOSING:** Purchaser shall deposit the balance of the Total Payment, plus or minus prorations, in immediately available funds with the Title Company and the transactions contemplated hereby shall be consummated (the "**Closing**") on a date mutually agreeable to the parties (the "**Closing Date**"). In no event will the Closing Date occur after October 22, 2025 (the "**Outside Closing Date**"). The sale shall be closed in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement as may be required to conform with this Contract. Closing and settlement shall take place at Old Republic Title ("**Title Company**") and may be done by the parties remotely. The cost of recording the documents called for herein shall be paid for by the Purchaser. All state and county transfer and conveyance and/or documentary stamps shall be paid by Purchaser. All local or city transfer stamps shall be paid by Purchaser. The costs of the escrow, if any, shall be paid by Purchaser.
6. **REAL PROPERTY TAXES:** Seller covenants to pay, before or at Closing, all real property taxes owing for the Premises for 2024. At Closing, Purchaser shall receive a credit for

the Estimated 2025 Real Property Taxes attributable to the Pre-Closing Period. The “**Estimated 2025 Real Property Taxes**” is an amount equal to the total real estate taxes owing for the Premises for the 2024 tax year. The “**Pre-Closing Period**” is the period of time beginning on January 1, 2025 and ending on (but not including) the Closing Date. Purchaser shall pay when due all real estate taxes owing for the Premises for the 2025 tax year (“**Actual 2025 Real Property Taxes**”) regardless of whether the Actual 2025 Real Property Taxes are more than, equal to, or less than the Estimated 2025 Real Property Taxes and will indemnify and hold harmless Seller from any and all claims, damages, losses, liabilities, charges, penalties, interest, and costs (including reasonable attorneys’ fees) relating to or arising out of, directly or indirectly, the Actual 2025 Real Property Taxes and payment thereof. This Section 6 shall survive Closing.

7. **TITLE:** Purchaser agrees to pay all costs in connection with the examination, opinion, and insurance of title. If Purchaser’s examination of title reveals exceptions or conditions which render title unmarketable or which do not comply with the Permitted Exceptions set forth above, Purchaser must give Seller written notice of such objections within seven (7) days from the Effective Date. Seller shall then have seven (7) days to remove such title defects or have them waived by the title insurer. If Seller is unable to have such defects cured or waived within seven (7) days, Purchaser may, as its sole remedy, terminate this Contract.
8. **SURVEY:** Seller will provide a survey if available. Purchaser shall have the right to have the Premises surveyed by a registered surveyor at Purchaser’s sole cost and expense.
9. **NOTICES:** All notices and demands herein required shall be in writing and deemed delivered three (3) days after being deposited in the U.S. Mail or one (1) day after being transmitted by email (so long as no notice of non-delivery is received by the sender) to the following addresses:

Seller:

Neel Desai
LTD Hospitality Group, LLC
2829 Guardian Lane, Suite 120
Virginia Beach, VA 23505
Neel.Desai@ltdhospitality.com
Amy.Brinker@ltdhospitality.com

Purchaser:

Mary Alexander-Basta
Village of Bolingbrook
375 W. Briarcliff Road
Bolingbrook, IL 60440
mayormary@bolingbrook.com

Matthew Byrne
Odelson, Murphey, Frazier & McGrath, Ltd.
3318 W. 95th Street
Evergreen Park, IL 60805
mbyrne@omfmlaw.com

10. **TIME IS OF THE ESSENCE:** Time is of the essence of this Contract. If the Purchaser shall default or fail to perform this Contract within the time limits specified, Seller may, at its election, retain the Earnest Money as agreed liquidated damages and just compensation, and not as a penalty or forfeiture, and declare this Contract terminated, or proceed to have this Contract specifically enforced and avail itself of any other remedy at law or equity.
11. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties for the sale and purchase of the Premises. This Contract may be modified only in

writing. It is understood that there are no oral agreements or representations between Purchaser and Seller affecting this Contract and this Contract supersedes and cancels all previous negotiations, arrangements, representations, and understandings, if any, between the parties.

12. **AUTHORITY TO SIGN:** No employee or agent of Seller or Seller's broker, if any, or any auctioneer has authority to make a contract, alter, change or modify any provisions of this Contract, or make any warranty, representation, agreement or undertaking. The submission of this Contract for examination and negotiation does not constitute an offer to sell or a reservation of or any option for the Premises, and this Contract will become effective and binding only upon execution and delivery by Purchaser and an authorized officer of Seller.
13. **COVENANTS AND WARRANTIES:** All of the covenants, warranties and agreements contained in this Contract shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the respective parties. Purchaser has inspected the Premises and agrees to take title to the Premises as is without warranty or representation of any kind by Seller, or any agent of Seller, either express or implied, as to its condition or fitness for use, which is not expressly stated herein.
14. The attached Rider is hereby incorporated herein.

Signatures on following page.

SELLER AND PURCHASER, by their execution below, indicate their consent to the terms of this Contract.

SELLER: _____

PURCHASER: _____

BY: _____

BY: _____

Authorized Owner or Agent

ITS: _____
Title

TAX I.D #: _____

ADDRESS: _____

ADDRESS: _____

PHONE: _____

PHONE: _____

EMAIL: _____

EMAIL: _____

DATE: _____

DATE: _____

**RIDER ATTACHED TO REAL ESTATE SALE CONTRACT
FOR THE PURCHASE AND SALE OF PROPERTY LOCATED AT
Vacant lot: 3.73 acres located on, Falcon Ridge Way,
Bolingbrook, IL Identified by its Will County
Tax ID 12-02-12-206-004-0000**

- R-1 Conflict. This Rider ("Rider") and the printed Real Estate Sale Contract to which it is attached (collectively, the "Contract") shall be deemed one instrument (herein this "Agreement"). Whenever there is a conflict between the terms and provisions of this Rider and the terms and provisions of the Contract, the terms and provisions of this Rider shall control and prevail in all instances.
- R-2 Representations and Warranties. PURCHASER IS ACQUIRING THE PREMISES "AS IS" WITH ALL FAULTS AND DEFECTS, AND PURCHASER ACKNOWLEDGES SPECIFICALLY THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PREMISES, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES OR THE IMPLIED WARRANTY OF HABITABILITY, (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PREMISES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT; AND PURCHASER SHALL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY PURCHASER WITH REGARD TO ANY OF THE MATTERS DESCRIBED ABOVE. PURCHASER ACKNOWLEDGES THAT PURCHASER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER. PURCHASER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF SELLER CONCERNING THE PREMISES, AND SELLER HAS MADE NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION, IT BEING INTENDED BY THE PARTIES THAT PURCHASER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF THE INFORMATION ITSELF. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH HEREIN ARE AN INTEGRAL PORTION OF THIS CONTRACT AND THAT SELLER WOULD NOT AGREE TO SELL THE PREMISES TO PURCHASER FOR THE PURCHASE PRICE WITHOUT SUCH DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS.

- R-3 Review. Seller has made no independent investigation or verification of any statements about the Premises and makes no representations or warranties as to the accuracy or completeness of any such information or statements. The Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Premises, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person.
- R-4 Sophisticated Purchaser. Purchaser is a sophisticated and experienced purchaser of properties such as the Premises and has been duly represented by counsel in connection with its evaluation of the Premises and review of this Contract. Purchaser has not relied, and is not relying, upon any information or measurements, documents, sales brochures, press releases, advertising or other literature, maps or sketches, projections, proforma statements, representations, guarantees or warranties (whether express or implied, or oral or written, or material or immaterial) relating to the Premises and Purchaser, in determining to purchase the Premises, is relying on the results of its own independent investigation of the physical and environmental condition of the Premises, including any improvements thereon, and that its own judgment in completing the purchase of the Premises. Purchaser has made a full and complete inspection of the Premises and any material and information available to Purchaser related to the Premises, or Purchaser has had a full and complete opportunity to do so but has not done so at Purchaser's own election.
- R-5 Waiver. Without limiting the above, Purchaser on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, members, shareholders, directors, officers, employees and agents and representatives of each of them, and their respective heirs, successors, personal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, court costs and attorneys' fees and disbursements), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way to be connected with (i) the physical condition of the Premises including, without limitation, all structural and seismic elements, all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other systems, the environmental condition of the Premises and the presence of on, under, or about the Premises, or (ii) any law or regulation applicable to the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws.
- R-6 Millennium Properties R/E, Inc., (the Listing Broker), and its licensed Associates, represent the Seller as the Seller's agent.
- R-7 Miscellaneous. Notwithstanding anything contained in the Contract to the contrary:
- (a) No security deposit(s) or rents, if any, shall be payable or credited to

- Purchaser at any time.
- (b) Seller agrees to deliver and surrender possession of the Premises at the Closing.
- (c) Purchaser shall not record this Agreement or any memorandum therefore, and any such recording shall be void and shall constitute a default by Purchaser hereunder.
- (d) This Contract shall be governed and construed in accordance with the laws of the State of Illinois.
- (e) If any provision of this Agreement is or shall be deemed to be illegal, invalid, or unenforceable, the remaining provisions hereof shall remain in full force and effect and interpreted as if such illegal, invalid, or unenforceable provision did not exist herein.
- (f) Purchaser represents and warrants to Seller that it has the full authority and power to enter into this Agreement and no consents or approvals are required to enter into this Agreement.