



**Village of Bourbonnais  
Public Hearing before the Corporate Authorities  
-Agenda-**

**October 5, 2015**

**5:15 p.m.**

- 1. Call to Order**
- 2. Roll Call**
- 3. Public Hearing- Annexation Agreement**
- 4. Public Comments**
- 5. Adjournment**

**VILLAGE OF BOURBONNAIS, ILLINOIS**

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**ORDINANCE NO. 15-2004**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION  
AGREEMENT BY THE VILLAGE OF BOURBONNAIS, ILLINOIS WITH  
CORNERSTONE CHURCH IN THE VILLAGE OF BOURBONNAIS,  
KANKAKEE COUNTY, ILLINOIS**

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**ADOPTED BY THE BOARD OF TRUSTEES OF THE  
VILLAGE OF BOURBONNIAS, KANKAKEE COUNTY, ILLINOIS  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2015**

Published in pamphlet form by authority of the Board of Trustees of the Village of  
Bourbonnais, Kankakee County, Illinois this \_\_\_ day of \_\_\_\_\_, 2015.

**ORDINANCE NO. 15-2004**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BY THE VILLAGE OF BOURBONNAIS, ILLINOIS WITH CORNERSTONE CHURCH IN THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

**WHEREAS**, it is in the best interests of the village of Bourbonnais, Kankakee County, Illinois (the "Village") that a certain Annexation Agreement (the "Agreement") pertaining to certain real property legally described on Exhibit A of the attached Annexation Agreement be entered into by the Village and the Owner of the real property, American Lutheran Church of Kankakee, (the "owner"); and

**WHEREAS**, An Annexation Agreement for the property has been negotiated and agreed to upon by the Village and the Owner, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, The Village of Bourbonnais Plan Commission has previously held a public hearing on the annexation and the proposed zoning of R-1 One-Family Residence with a special use permit for a church; and

**WHEREAS**, the Village of Bourbonnais Corporate Authorities previously held a public hearing on this annexation agreement on and having reviewed the agreement and the terms and conditions therein, believe entering into this agreement is in the best interests of the Village and its citizens; and

**WHEREAS**, the Owner is ready willing and able to enter into this agreement and perform all of the terms, conditions and obligations set forth herein; and

**WHEREAS**, the statutory procedures required by Division 15.1 of Article 11 of the Illinois Municipal Code as amended by 65 ILCS 5/11-15.1-1 for the execution of the agreement have been fully complied with.

**NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS AS FOLLOWS:**

**SECTION ONE:** The Village Corporate Authorities hereby find that all the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference thereto and made a part hereof.

**SECTION TWO:** That the Village President and Clerk are hereby authorized and directed to execute the document entitled "Annexation Agreement" by and between the Village and Owner of the real property legally described on Exhibit

A of the Annexation Agreement, a copy of said Agreement is attached hereto as Exhibit A and incorporated herein by reference to this ordinance.

**SECTION THREE:** That the Ordinance has been approved by the vote of at least two-thirds (2/3) of the Corporate Authorities.

**SECTION FOUR:** From and after execution and delivery of the Annexation Agreement, the officers, agents, and employees of the Village are hereby authorized, empowered and directed to perform such acts and things and the execution of all such documents as may be necessary to carry out the intent and to accomplish the purposes of this ordinance and to comply with and make effective provisions of the Annexation Agreement, as executed.

**SECTION FIVE:** The Village Attorney shall record a copy of the Annexation Agreement with the Kankakee County Recorder's Office.

**SECTION SIX :** That this Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

**PASSED and APPROVED** by the President and the Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2015.

|                  |     |       |     |       |        |       |         |       |
|------------------|-----|-------|-----|-------|--------|-------|---------|-------|
| Trustee Amiano   | Aye | _____ | Nay | _____ | Absent | _____ | Abstain | _____ |
| Trustee Greenlee | Aye | _____ | Nay | _____ | Absent | _____ | Abstain | _____ |
| Trustee Fischer  | Aye | _____ | Nay | _____ | Absent | _____ | Abstain | _____ |
| Trustee King     | Aye | _____ | Nay | _____ | Absent | _____ | Abstain | _____ |
| Trustee Keast    | Aye | _____ | Nay | _____ | Absent | _____ | Abstain | _____ |
| Trustee Littrell | Aye | _____ | Nay | _____ | Absent | _____ | Abstain | _____ |
| TOTAL:           | Aye | _____ | Nay | _____ | Absent | _____ | Abstain | _____ |

\_\_\_\_\_  
PAUL SCHORE, Village President

**ATTEST:**

\_\_\_\_\_  
BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS        )  
                                          )  
COUNTY OF KANKAKEE    )        SS.

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees ( the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_\_ day of \_\_\_\_\_ 2015, insofar as the same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. 15-1992**

**AN ORDINANCE APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE MAIN STREET/UNIVERSITY AVENUE REDEVELOPMENT PROJECT AREA IN THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities and that said ordinance was published in pamphlet form as required by state statute on the date printed on the Title sheet attached hereto.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

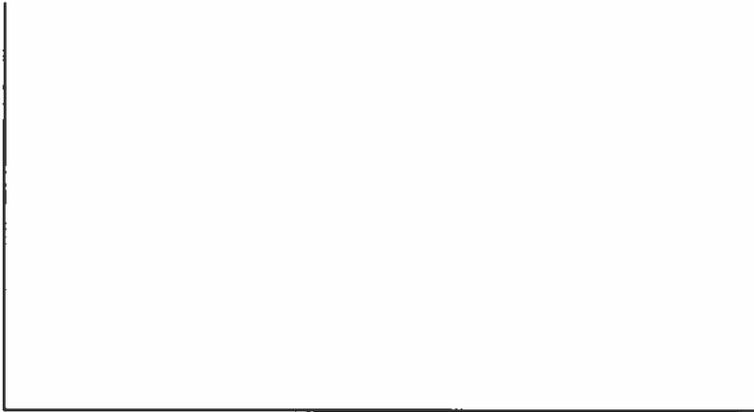
(SEAL)

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**ANNEXATION AGREEMENT**

**RETURN TO:**  
Village of Bourbonnais  
600 Main Street, N.W.  
Bourbonnais, IL 60914  
Attention: Laurie Cyr



**THE ABOVE SPACE FOR RECORDER'S USE**

**ANNEXATION AGREEMENT**

This Annexation Agreement is made and entered into on this \_\_\_\_\_ day of May, 2015 between the Village of Bourbonnais, an Illinois municipal corporation, hereinafter referred to as the "Village" and Cornerstone Church, hereinafter referred to as "Owner".

**WITNESSETH:**

WHEREAS, the Owner is the owner of real property legally described in Exhibit "A" and by survey attached hereto and made a part hereof, together with improvements, rights, easements, servitudes, privileges and appurtenances thereto; and

WHEREAS, there is a question as to whether the subject property is in unincorporated Kankakee County; and

WHEREAS, the Owner and the Village desire to have an orderly entry of the property into the Village of Bourbonnais; and

WHEREAS, the Village purportedly annexed the subject property set forth in Exhibit "A" into the Village on or about November 15, 2004; and

WHEREAS, such an attempt at annexation attached a Pre-Annexation Agreement for an entirely different property owned by different owners; and

WHEREAS, said annexation may have been defective in several ways; and

WHEREAS, the Village has treated the subject property as being the unincorporated area of Kankakee County, rather than the Village of Bourbonnais since the discovery of the error; and

WHEREAS, both parties hereto wish to avoid any unnecessary litigation with regard to the annexation/de-annexation of the property in question and the costs associated thereto; and

WHEREAS, the parties wish to enter into a binding Annexation Agreement in order to properly annex the subject property into the Village of Bourbonnais and have a binding Annexation Agreement, the consideration for the same being the re-annexation of the property into the Village of Bourbonnais and the avoidance of de-annexation or any other legal proceedings and expense; and

WHEREAS, there are no Electors residing on this territory; and

WHEREAS, both parties intend that this Annexation Agreement be the sole and only binding Annexation Agreement concerning this territory and the previously used agreement that was adopted or used in any ordinance annexing this territory shall not be binding upon the Village nor upon the territory herein.

WHEREAS, the subject property is not within the corporate limits of any other municipality; and

WHEREAS, the subject property currently has an agricultural zoning; and

WHEREAS, the subject property is currently contiguous to the corporate limit to the Village; and

WHEREAS, the owner proposes to continue to have the subject property as a privately owned religious facility operated not for profit with the permitted uses as special uses in the R-1 Residential Zoning District; and

WHEREAS, the Village makes the following findings regarding the granting of a Special Use Permit for the development of the subject property and the continued use of the subject property as a private owned religious facility operating not for profit with uses permitted as special uses in the R-1 Residential Zoning District aforementioned:

1. That the proposed Special Use Permit is necessary and desirable to provide a service that is in the best interest of public convenience, and will continue to be to the general welfare of the Village.
2. That the proposed Special Use Permit will not be detrimental to or endanger the public safety, health, morals, comfort or general welfare of the Village, or the people working at the facility.
3. That the proposed Special Use Permit will not be injurious to the use and enjoyment of the property in the Village, nor impair property values within the Village.

4. That the proposed Special Use Permit will not impede the normal and orderly development and improvement of the Village for the uses permitted in the Village.
5. That the proposed Special Use Permit will comply with the regulations and conditions specified in the zoning code for such use and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees; and

WHEREAS, the Corporate Authorities of the Village, having received the proposed annexation and agreement in substance and form and it provided necessary notice for consideration of the same at a public meeting; and

WHEREAS, after due and careful consideration, the Village has concluded that the future annexation and development of the subject property upon the terms and conditions hereinafter set forth would further the growth of the Village and enable the Village to control the development of the area and serve in the best interest of the Village and the people of Bourbonnais; and

WHEREAS, all applicable laws, ordinances, codes, and regulations have been adhered to in connection with the adoption of this Agreement, and the proposed action to be taken in connection with the petitions, ordinances and plats referred to in this Agreement; and

WHEREAS, the Corporate Authorities of the Village after due deliberation, have by ordinance duly passed have approved this Annexation Agreement and direct the President and the Clerk of the Village to execute this Agreement; and

WHEREAS, the subject property upon annexation will be zoned R-1 Residential Zoning District.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

#### ARTICLE I RECITALS INCORPORATED

The aforesaid recitals are incorporated in the body of this Agreement as set forth herein verbatim.

ARTICLE II  
ANNEXATION AND ZONING

- A) The Village shall, within seven (7) days after the adoption of this ordinance, record and file copies of the Annexation Ordinance and Annexation Plat with the Kankakee County Recorder and the Kankakee County Clerk.
- B) Immediately following adoption of the ordinance annexing the subject property into the Village, the Corporate Authorities of the Village shall adopt such ordinances as are necessary to cause the subject property to be classified and deemed zoned R-1 Residential Zoning District.
- C) Immediately following adoption of the ordinance annexing the subject property into the Village, the Corporate Authorities of the Village shall grant to Owner a Special Use Permit for the use of the subject property as a privately owned religious facility not operated for profit.

ARTICLE III  
EASEMENTS

The Owner agrees to grant all necessary easements to serve the subject property as it is proposed to be developed, provided such easements shall not interfere with the Owner's long range plan for the development of the subject property. The easements will name the Grantee as the Village for the extension of storm and sanitary sewers, electric, gas, telephone, cable, television, water or any other utilities, or other improvements which may not presently serve the subject property. Such easements shall run with the land in perpetuity. For purposes of this paragraph, any change or construction in the roadways presently known as Career Center Road and St. George Road shall not be deemed to be development of the subject property, and any and all costs related to the improvement of said roadways or any sidewalks requested or required by the Village shall not be a cost of the Owner. These easements shall provide for construction, maintenance and repair and replacement of roadways and such utilities. Owner agrees to specifically grant the Village an easement for storm water uses as depicted on Exhibit "B" attached hereto and made a part hereof.

ARTICLE IV  
STORM AND SANITARY SEWERS –  
CONSTRUCTION, APPROVAL AND CONVEYANCE

The Village agrees to construct at Village expense a sanitary sewer to the southeast corner of the property along St. George Road to a point as marked upon the Plat of Annexation attached hereto as Exhibit "A". The Village shall not be liable for, nor required to construct any laterals or connections to said sanitary sewer pipe. The Owner shall be allowed to connect to said sanitary sewer pipe as stated in the Code of

Ordinances of the Village, as allowed or limited by this Agreement. The parties agree that there is no deadline on the Village to commence or complete the construction aforementioned.

## ARTICLE V UTILITIES AND IMPROVEMENTS

- A) The Owner will grant to the Village any necessary easements along St. George Road for the construction of all private storm and sanitary sewers, laterals and extension service.
- B) Except as otherwise provided, any new electrical, telephone, cable, water, gas, or television installations to the buildings on the subject property shall not be the responsibility of the Village, but shall be dealt with by the property owner and the utility involved therein. It is agreed by and between the parties hereto that any and all installations of electric, telephone, cable, water, or gas at any point on the subject property shall be underground and shall not be above ground at any point.
- C) The Village shall co-operate with Owner in obtaining any necessary permits, easements and approvals required from parties other than the Village in order to provide the sanitary sewer service and develop the subject property in accordance with this Agreement.
- D) Owner shall, prior to the approval of a Final Plat of the subject property, dedicate to the Village a fifty (50) foot right-of-way for any roadway extension and sidewalk along with the necessary utility easements within the subject property along the western edge of the subject property and the eastern edge of Career Center Road. Such measurement shall be from the centerline of said roadway.
- E) All such improvements and maintenance of said extensions or existing roadways and sidewalks as requested by the Village of Bourbonnais shall be solely at the cost of the Village. No contribution whatsoever above shall be required by Owner for such additions or expansions of the roadway and any sidewalks or utilities thereon.
- F) The Village hereby agrees that a roadway off Career Center Road to the subject property will not be precluded at the time of any expansion of the subject property.
- G) While this Agreement shall not affect the rights to bring water to the premises, it is agreed that Owner will be allowed to maintain and use the current well that exists on the property. Nothing in this paragraph shall require the Village to fight, object to, or pay for any requirements on owner to connect to the city

water or pipe water services in force by some other agency authority, or entity other than the Village of Bourbonnais.

- H) In the event of further development of Career Center Road and in the event that the Village of Bourbonnais requires a turn lane to enter the property from said roadway, then and only then will the Village of Bourbonnais be required to pay for and complete the construction of such a turn lane that they might require.

**ARTICLE VI  
PLAT APPROVAL AND PERMIT APPROVAL**

- A) This Agreement provides that any development of the subject property, subject to Paragraph (c) below, shall meet all Village zoning.
- B) All structures presently existing on the property, or any fences presently erected thereon, shall be considered to be grandfathered as to their continued existence by this Agreement.
- C) The requirement of a sprinkler system for any portion of existing or new construction shall be waived as to owner until such time as the owner elects to bring city water to the property. The owner shall, at all times, comply to International Building Code Rules and Regulations as to the need or requirement for any sprinkling system. In the event a sprinkling system is required and city water is not yet available to the site, such sprinkling system may be accomplished with an additional well and adequate holding tanks rather than the use of city water supplied. Once city water is on site, the requirement for sprinkling system shall comply with Village ordinances.
- D) In the event of future construction or improvements to St. George Road or Career Center Road, the Village agrees that suitable vehicular access will be provided to the site from both roads without any additional cost to the owner.
- E) The language of this Agreement shall be in addition to and shall supersede any subsequent regulations, ordinances, or other resolutions passed by the Village.

**ARTICLE VII  
BINDING EFFECT AND TERM AND  
COVENANTS RUNNING WITH THE LAND**

- A) This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record, assigns, lessees, and any ultimate purchasers of the subject property.

- B) This Agreement shall be recorded by the Village in the office of the Recorder of Deeds, Kankakee County, Illinois, at Village's expense.
- C) The terms and conditions of this Agreement shall constitute covenants which shall run with the land.

#### ARTICLE VIII NOTICES

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be deemed delivered upon personal delivery or three (3) business days after being mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

Village President  
Village of Bourbonnais  
700 Main Street N.W.  
Bourbonnais, IL 60914

For the Owner:

Cornerstone Church  
855 W 5000 N Road  
Bourbonnais, IL 60914

#### ARTICLE IX FEES AND COSTS

In the event either party to this Agreement institutes legal proceedings against the other party (the "Defaulting Party") for enforcement or violation of this Agreement, each party shall pay its own attorney's fees and costs regardless of the outcome of the proceedings.

#### ARTICLE X WARRANTIES AND REPRESENTATION

The Owner represents and warrants to the Village that the Owner owns the subject property and that the legal description of the subject property and the plat provided therein is to the best of Owner's knowledge said legal description is accurate and correct.

#### ARTICLE XI SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to have been

excised herefrom and the invalidity thereafter shall not affect any of the other provisions contained herein.

#### ARTICLE XII AMENDMENT

This Agreement sets forth all promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

#### ARTICLE XIII CURING DEFAULT

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default.

#### ARTICLE XIV RELIANCE BY MUNICIPAL ENTITY

The Village of Bourbonnais has entered into this Agreement and allowed connection to the Village sanitary sewers conditioned upon, in conjunction with and reliance upon Owners' payment of the costs and fees herein.

#### ARTICLE XV SCHOOL IMPACT FEES

Owner hereby represents, and the Village hereby relies upon said representation, that Owner and its successors will not build any residential uses on said territory, and due to said representation the Village does not require a school impact fee herein. Should residential uses be developed on the territory at a later date school impact fees shall be paid by the then owner at the rate required by village ordinance.

#### ARTICLE XVI CHOICE OF LAW AND JURISDICTION

The parties agree that this Agreement shall be deemed to have been made and entered into in the Village of Bourbonnais, Kankakee County, Illinois and that the laws of the State of Illinois and the ordinances of the Village of Bourbonnais shall govern this Agreement, without regard to conflict of laws principles. Jurisdiction and venue is

exclusively limited in any proceeding to the 21<sup>st</sup> Judicial Circuit Court geographically located in Kankakee County, Illinois. Any and all discovery or other enforcement action shall solely occur in Kankakee County, Illinois. Owner, its successors heirs and assigns, hereby waives any objections to the jurisdiction and venue of the courts in or for Kankakee County, Illinois, including any objection to personal jurisdiction, venue, and/or forum non-conveniens, in any proceeding by the Village of Bourbonnais to enforce its rights hereunder. Owner, its successors heirs and assigns, agrees not to object to any petition filed by the Village of Bourbonnais to remove an action filed by any party, person or entity from a forum or court not located in Kankakee County, Illinois.

**ARTICLE XVII  
EXECUTION OF AGREEMENT**

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement, which date shall be the effective date of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURE  
PAGE TO IMMEDIATELY FOLLOW

**VILLAGE OF BOURBONNAIS**

By: \_\_\_\_\_  
Village President

**ATTEST:**

By: \_\_\_\_\_  
Village Clerk

**OWNER:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF KANKAKEE )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Cornerstone Church by and through \_\_\_\_\_, its \_\_\_\_\_ and \_\_\_\_\_, herein referred to as the "Owner", both signators personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Plat of Annexation**  
**(Attached)**

**EXHIBIT B**

**Drawing showing storm water easement**

**(Attached)**