



Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING ~ AGENDA ~

March 21, 2016

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. **ROLL CALL:** Clerk Simeur

2. **APPROVAL OF MINUTES:** March 7, 2016

a. Regular Board Minutes

3. **REPORTS FROM COMMISSIONS AND ADVISORY BOARDS**

4. **BIDS AND QUOTES**

a. Police cars

5. **CORRESPONDENCE**

6. **FINANCE COMMITTEE**

Trustee Vera Amiano, Chair

a. Consideration to Approve Accounts Payable March 21, 2016

7. **POLICE COMMITTEE**

Trustee Bruce Greenlee, Chair

8. **COMMUNITY & ECONOMIC DEVELOPMENT**

Trustee Vera Amiano, Chair

9. **PUBLIC WORKS COMMITTEE**

Trustee Bruce Greenlee, Chair

a. Resolution No. 16-1241 (A Resolution For The Closure Of Certain Streets In The Village Of Bourbonnais For The Bourbonnais Friendship Festival Grand Parade)

b. Resolution No. 16-1242 (A Resolution For The Closure Of Certain Streets In The Village Of Bourbonnais For The Bourbonnais Friendship Festival Children's Parade)

**This notice posted
this 18th day of March
2016 in accordance
with the Open
Meetings Act.**

- 10. **PARKS & RECREATION COMMITTEE**
Trustee Jeff Keast, Chair

- 11. **FRANCHISE, LICENSE & ADMINISTRATION**
Trustee Rick Fischer, Chair
 - a. Ordinance No. 16-2016 (An Ordinance Authorizing, Approving and Ratifying a Voluntary Separation Agreement Concerning the Administrative Assistant) First Reading

- 12. **ANNEXATION, BUILDING & ZONING COMMITTEE**
Trustee Rick Fischer, Chair

- 13. **COMMUNITY AFFAIRS & SERVICES COMMITTEE**
Trustee Vera Amiano, Chair

- 14. **UTILITY COMMITTEE**
Trustee Jack Littrell, Jr., Chair
 - a. Ordinance No. 16-2017 (An Ordinance Authorizing and Approving A Proposal For Engineering Services For the Bourbonnais Parkway Interchange Sanitary Sewer Interceptor) First Reading

- 15. **BUILDINGS & GROUNDS COMMITTEE**
Trustee Randy King, Chair

- 16. **COMMITTEE MEETINGS SET – See Calendars**

- 17. **VILLAGE ADMINISTRATOR’S REPORT**
Michael Van Mill, Village Administrator

- 18. **VILLAGE ATTORNEY’S REPORT**
Patrick Dunn, Attorney

- 19. **VILLAGE PRESIDENT’S REPORT**
Paul Schore, Village President

- 20. **OLD BUSINESS**

- 21. **NEW BUSINESS**

- 22. **PUBLIC COMMENTS**

- 23. **ADJOURNMENT**



Village of Bourbonnais
VILLAGE BOARD MEETING
~MINUTES~
March 7, 2016

CALL TO ORDER: The meeting was called to order at 5:30 p.m. by Village Clerk Brian Simeur.

Temporary Chairman: In the absence of Village President Paul Schore, a motion was made by Village Trustee Rick Fischer and seconded by Village Trustee Jeff Keast to appoint Trustee Bruce Greenlee as the Temporary Chairman to preside over tonight's board meeting. Motion passed on a voice vote 4-0.

The pledge of allegiance was led by Kaden Running, a 3rd grader in Mrs. Douglas' class at St. Paul's Lutheran Grade School in Bourbonnais.

1. **ROLL CALL:** Clerk Simeur called the roll with the following Trustees present: Trustee Greenlee, Trustee Fischer, Trustee Randy King and Trustee Keast. Also in attendance were Village Treasurer Ron Riebe, Village Attorney Patrick Dunn, and Village Administrator Michael Van Mill. Absent were Village President Schore, Trustee Vera Amiano and Trustee Jack Littrell.

2. **APPROVAL OF MINUTES:**

a. **Regular Board Minutes**

Motion made by Trustee Fischer and seconded by Trustee King to suspend the reading and approve the regular board meeting minutes from February 16, 2016. Motion passed on a voice vote of 4-0.

3. **REPORTS FROM COMMISSIONS AND ADVISORY BOARDS:**

- **Case 16-Z-001** - A request to remove the sign regulations from the Zoning ordinance and putting the language for sign regulations as a separate chapter.

Petitioner: Village of Bourbonnais. Representative: Patrick Dunn, Attorney, Village of Bourbonnais

Motion made by Trustee Fischer and seconded by Trustee Keast to concur with the Plan Commission and approve the request. Motion passed on a voice vote of 4-0.

- **Case 16-Z-002** - A request to revise the definition of Mortuary in the Zoning Ordinance.

Petitioner: Village of Bourbonnais. Representative: Patrick Dunn, Attorney, Village of Bourbonnais

Motion made by Trustee Fischer and seconded by Trustee King to concur with the Plan Commission and approve the request. Motion passed on a voice vote of 4-0.

- **Case 16-Z-003** - A request for a change in zoning from R1 to R5 with a requested special use permit for a Planned Unit Development, a petition for a Preliminary Plat, and variances for Arbor Grove Subdivision - 2nd Addition located on Career Center Road.

Petitioner: Reflection Homes / Justin Goselin & Dave Verkler

Motion made by Trustee Fischer and seconded by Trustee Keast to concur with the Plan Commission and approve the request. Motion passed on a voice vote of 4-0.

4. **BIDS AND QUOTES:** None.

5. **CORRESPONDENCE:** None.

6. **FINANCE COMMITTEE:**
Trustee Vera Amiano, Chair

a. **Consideration to Approve Accounts Payable March 7, 2016**

Motion made by Trustee Fischer and seconded by Trustee King to approve the bills as presented.

Roll call vote:	Trustee Amiano - Absent	Trustee King - Aye
	Trustee Fischer - Aye	Trustee Keast - Aye
	Trustee Greenlee - Aye	Trustee Littrell - Absent

Motion passed on a vote of 4-0-2.

b. January 2016 Treasurer's report

A motion was made by Trustee Fischer and seconded by Trustee Keast to accept the unaudited Treasurer's report (copy attached). Motion passed on a voice vote 4-0.

**7. POLICE COMMITTEE: None.
*Trustee Bruce Greenlee, Chair***

**8. COMMUNITY & ECONOMIC DEVELOPMENT:
*Trustee Vera Amiano, Chair***

In the absence of Trustee Amiano, Trustee Greenlee announced that the Village's Easter egg hunt will be held on Saturday, March 19, 2016 at noon at Safety Town.

**9. PUBLIC WORKS COMMITTEE:
*Trustee Bruce Greenlee, Chair***

Village Finance Director Mike Wolf reported that the village received a positive report from the state regarding our Motor Fuel Tax (MFT) fund. A motion was made by Trustee Keast and seconded by Trustee King to accept the report. Motion passed on a voice vote 4-0.

**10. PARKS & RECREATION COMMITTEE:
*Trustee Jeff Keast, Chair***

Trustee Keast noted that Public Works department is starting to do Spring cleanup at the parks.

**11. FRANCHISE, LICENSE & ADMINISTRATION:
*Trustee Rick Fischer, Chair***

a. Ordinance 16-2015 (An Ordinance Declaring Certain Property As Surplus and Authorizing It's Sale, in the Village of Bourbonnais, Kankakee County, Illinois). First Reading.

Following first reading by Clerk Simeur, a motion was made by Trustee Fischer and seconded by Trustee Greenlee to suspend the rules and have the second reading tonight. Motion passed on a voice vote 4-0.

Motion made by Trustee Fischer and seconded by Trustee Greenlee to read said Ordinance by title only. Motion passed on a voice vote 4-0.

Motion made by Trustee Fischer and seconded by Trustee Keast to adopt. Prior to the vote, Trustee King asked if the hard drives would be wiped clean. Assistant Village Administrator Wimberley said that they would be.

Roll call vote:	Trustee Amiano - Absent	Trustee King - Aye
	Trustee Fischer - Aye	Trustee Keast - Aye
	Trustee Greenlee - Aye	Trustee Littrell - Absent

Motion passed on a vote of 4-0-2.

12. **ANNEXATION, BUILDING & ZONING COMMITTEE:** None.
Trustee Rick Fischer, Chair

13. **COMMUNITY AFFAIRS & SERVICES COMMITTEE:** None.
Trustee Vera Amiano, Chair

14. **UTILITY COMMITTEE:** None.
Trustee Jack Littrell, Jr., Chair

15. **BUILDINGS & GROUNDS COMMITTEE:**
Trustee Randy King, Chair

Trustee King reported the following:

- Generator and back flow preventer maintenance was recently completed.
- Landscape rock was added to Safety Town.

16. **COMMITTEE MEETINGS SET:**

- Monday, March 14, 2016 at 3:30 p.m. - Annexation/Building/Zoning in the board room at the Municipal Center
- Wednesday, March 16, 2016 at 4:00 p.m. - Finance at the Administration Building
- Saturday, March 19, 2016 at 8:00 a.m. - Franchise/License/Administration in the board room at the Municipal Center

17. **VILLAGE ADMINISTRATOR'S REPORT:**

Village Administrator Van Mill reported that the meeting on Saturday, March 19, 2016 will be a planning meeting with the board and the department heads.

18. **VILLAGE ATTORNEY'S REPORT:**

Patrick Dunn, Attorney

Request for an Executive Session to discuss collective bargaining -

Motion made by Trustee Keast and seconded by Trustee Fischer to adjourn into Executive Session following the Public Comments section of this meeting with no action to be taken following the Executive Session.

Roll call vote:	Trustee Amiano - Absent	Trustee King - Aye
	Trustee Fischer - Aye	Trustee Keast - Aye
	Trustee Greenlee - Aye	Trustee Littrell - Absent

Motion passed on a vote of 4-0-2.

19. **VILLAGE PRESIDENT'S REPORT:** None.
Paul Schore, Village President

20. **OLD BUSINESS:** None.

21. **NEW BUSINESS:** None.

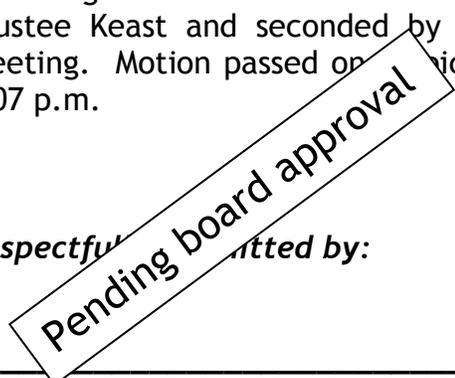
22. **PUBLIC COMMENTS:** None.

- Motion made by Trustee Keast and seconded by Trustee Fischer to move into the Executive Session. Motion passed on a voice vote 4-0.

23. **ADJOURNMENT:**

Following the board's return from Executive Session, a motion was made by Trustee Keast and seconded by Trustee King to adjourn the regular board meeting. Motion passed on a voice vote of 4-0 and the meeting adjourned at 6:07 p.m.

Respectfully submitted by:



Brian Simeur, Village Clerk



Village of Bourbonnais

600 Main Street NW * Bourbonnais Illinois 60914

(815) 937-3570
Fax (815) 937-3467

MEMORANDUM

TO: Mike VanMill and Mike Wolf

FROM: Laurie Wimberly

DATE: March 14, 2016

RE: Police Car Bids – March 2016

On March 11, 2016, there has been two bids submitted for the squad cars up for disposal.
The vehicles description are as follows:

- White 2011 Ford Crown Victoria VIN # 2FABP7BV2BX104411 with 122,931 miles (engine problems).

2011 Ford Crown Vic.

Chicago Motors Inc. submitted a bid of \$807.00

Bayridge Motors Inc. submitted a bid of \$1,408.00

Bid Award goes to:

2011 Ford Crown Vic. - Bayridge Motors Inc.

VILLAGE OF BOURBONNAIS, ILLINOIS

RESOLUTION 16-1241

**A RESOLUTION FOR THE CLOSURE OF CERTAIN STREETS IN THE VILLAGE OF
BOURBONNAIS FOR THE BOURBONNAIS FRIENDSHIP FESTIVAL GRAND
PARADE**

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS ____ DAY OF _____ 2016.

RESOLUTION 16-1241

A RESOLUTION FOR THE CLOSURE OF CERTAIN STREETS IN THE VILLAGE OF BOURBONNAIS FOR THE BOURBONNAIS FRIENDSHIP FESTIVAL GRAND PARADE

WHEREAS, the Bourbonnais Friendship Festival is sponsoring a parade in the Village of Bourbonnais, which event constitutes a public purpose; and

WHEREAS, this parade will require the temporary closure of US Route 45 (S. Main St.) from Munroe Street North to IL Route 102 (Main St.) and IL Route 102 (Main St.) from U.S. Route 45 (S. Main St.) North to William Latham Drive; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, that permission to temporary close US Route 45 (S. Main St.) from Monroe Street North to IL Route 102 (Main St.) and IL Route 102 (Main St.) from U.S. Route 45 (S. Main St.) North to William Latham Drive as above designated be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 1:00 p.m. and 3:00 p.m. on Sunday, June 26, 2015.

BE IT FURTHER RESOLVED that this closure is for the public purpose of the Bourbonnais Friendship Festival Grand Parade.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) * The detour route shall be as follows: Kennedy Drive to North Street to Route 50 north to Armour Road west to Route 45 north to Bethel Road to Career Center Road to Briarcliff entrance on Route 102. (*To be used when appropriate.)

BE IT FURTHER RESOLVED that the Village of Bourbonnais assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the Village of Bourbonnais, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergencies to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that the Village of Bourbonnais shall remove all debris before reopening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc., shall be used by the Village of Bourbonnais as may be approved by the Illinois Department of Transportation. The Village of Bourbonnais shall provide these items.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above.

BE IT FURTHER RESOLVED that the Village of Bourbonnais hereby agrees to assume all liabilities and pay all claims for any damage, which shall be occasioned by the closing, described above.

BE IT FURTHER RESOLVED that the Village of Bourbonnais shall provide comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insured's and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution is forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2016 by the following vote:

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

VILLAGE OF BOURBONNAIS, ILLINOIS

RESOLUTION 16-1242

**A RESOLUTION FOR THE CLOSURE OF CERTAIN STREETS IN THE VILLAGE OF
BOURBONNAIS FOR THE BOURBONNAIS FRIENDSHIP FESTIVAL CHILDREN'S
PARADE**

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS ____ DAY OF _____ 2016.

Published in pamphlet form by authority of the Board of Trustees of the Village of Bourbonnais,
Kankakee County, Illinois this ____ day of _____, 2016.

RESOLUTION 16-1242

A RESOLUTION FOR THE CLOSURE OF CERTAIN STREETS IN THE VILLAGE OF BOURBONNAIS FOR THE BOURBONNAIS FRIENDSHIP FESTIVAL CHILDREN'S PARADE

WHEREAS, the Bourbonnais Friendship Festival is sponsoring a parade in the Village of Bourbonnais, which event constitutes a public purpose; and

WHEREAS, this parade will require the temporary closure of all lanes of U.S. Route 102, in the Village of Bourbonnais, from Marsile Street, west to William Latham Sr. Drive; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, that permission to temporary close off U.S. Route 102 from Marsile Street to William Latham Sr. Drive as above designated be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate period between 6:30 p.m. and 7:30 p.m. on Friday, June 24, 2016.

BE IT FURTHER RESOLVED that this closure is for the public purpose of the Bourbonnais Friendship Festival Children's Parade.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) * The detour route shall be as follows: Kennedy Drive to North Street to Route 50 north to Armour Road west to Route 45 north to Bethel Road to Career Center Road to Briarcliff entrance on Route 102. (*To be used when appropriate.)

BE IT FURTHER RESOLVED that the Village of Bourbonnais assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the Village of Bourbonnais, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergencies to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that the Village of Bourbonnais shall remove all debris before reopening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc., shall be used by the Village of Bourbonnais as may be approved by the Illinois Department of Transportation. The Village of Bourbonnais shall provide these items.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above.

BE IT FURTHER RESOLVED that the Village of Bourbonnais hereby agrees to assume all liabilities and pay all claims for any damage, which shall be occasioned by the closing, described above.

BE IT FURTHER RESOLVED that the Village of Bourbonnais shall provide comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution is forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2016 by the following vote:

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

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 16-2016

An Ordinance Authorizing, Approving and Ratifying a Voluntary Separation Agreement Concerning the Administrative Assistant

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNIAS
THIS ____ DAY OF _____, 2016**

Published in pamphlet form by authority of the Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this ____ day of _____, 2016.

ORDINANCE NO. 16-2016

An Ordinance Authorizing, Approving and Ratifying a Voluntary Separation Agreement Concerning the Administrative Assistant

WHEREAS, the Corporate Authorities are authorized by the Illinois Municipal Code 65 Ill. Comp. Stat. Ann. 5/1-1-1 et. seq. and by the Bourbonnais Code of Ordinances Chapter 2 to employ and therefore enter into contracts with various employees; and

WHEREAS, the Village Attorney, Patrick T Dunn, was requested by the Corporate Authorities to negotiate a Voluntary Separation Agreement, and

WHEREAS, the Village Attorney has negotiated a Voluntary Separation Agreement, the Agreement, attached hereto and made part hereof as Exhibit "A"; and

WHEREAS, the Corporate Authorities of the Village believe it is in the best interests of the Village and its citizens to approve the Agreement and to authorize, approve and ratify the Mayor and Clerk to execute said agreement in substantially the same form as attached hereto.

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 foregoing recitals are hereby found to be true and correct and hereafter shall be and are hereby incorporated into and made part of this Section One as though they were fully set forth in this Section One.

SECTION TWO: That the attached Agreement is hereby approved and authorized by the Corporate Authorities and the Village President and Clerk are hereby authorized and directed to take any and all actions necessary to carry out the terms of the Agreement.

SECTION THREE: Should any provision or section of this Ordinance be declared invalid by any Court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part hereof other than the part so declared to be invalid.

SECTION FOUR: 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 _____, 2016 by the following vote:

Trustee Amiano	Aye - _____	Nay - _____	Absent - _____
Trustee Greenlee	Aye - _____	Nay - _____	Absent - _____
Trustee Fischer	Aye - _____	Nay - _____	Absent - _____
Trustee King	Aye - _____	Nay - _____	Absent - _____
Trustee Keast	Aye - _____	Nay - _____	Absent - _____
Trustee Littrell	Aye - _____	Nay - _____	Absent - _____
TOTALS:	AYE - _____	NAY - _____	ABSENT- _____

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 _____ 2016, insofar as the same relates to the adoption of an ordinance numbered and entitled:

ORDINANCE NO. 16-2016

An Ordinance Authorizing, Approving and Ratifying a Voluntary Separation Agreement Concerning the Administrative Assistant

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, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this _____ day of _____, 2016.

(SEAL)

Village Clerk

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 16-2017

**An Ordinance Authorizing and Approving A Proposal For Engineering
Services For the Bourbonnais Parkway Interchange Sanitary Sewer
Interceptor.**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNIAS
THIS ____ DAY OF _____, 2016**

Published in pamphlet form by authority of the Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this ____ day of _____, 2016.

ORDINANCE NO. 16-2017

An Ordinance Authorizing and Approving A Proposal For Engineering Services For the Bourbonnais Parkway Interchange Sanitary Sewer Interceptor.

WHEREAS, , there has been presented to and there is now before the meeting of the President and the Board of Trustees, (the "Corporate Authorities"), the form of a "proposal to provide engineering design services" (the "Agreement") concerning the sanitary sewer interceptor line to service the Bourbonnais Parkway interchange area" from Tyson Engineering; and

WHEREAS, pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, which permits units of local government to contract with individuals, associations or corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, pursuant to the Illinois Municipal Code in general, and more specifically pursuant to the Tax Increment Allocation Redevelopment Act at 65 ILCS 5/11-74.4-4 the Village of Bourbonnais has authority to enter into the Agreement; and

WHEREAS, Tyson Engineering has been previously appointed as the Village Engineer pursuant to the requirements of the Illinois Municipal Code; and

WHEREAS, pursuant to The Local Government Professional Services Selection Act, 50 ILCS 510/0.01, et seq. the Corporate Authorities find that the Village has a satisfactory relationship for services with one or more firms; namely Tyson Engineering and Robinson Engineering.

WHEREAS, the Corporate Authorities hereby determine that it is reasonable and necessary to procure engineering design services concerning the sanitary sewer interceptor; and

WHEREAS, the Corporate Authorities of the Village believe it is in the best interests of the Village and its citizens to approve the Agreement and to authorize the Village President and Clerk to execute said agreement in substantially the same form as attached hereto.

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 Corporate Authorities of the Village hereby find that all of the recitals contained in the preamble to this Ordinance are true,

correct and complete, and are hereby incorporated by reference hereto and made part hereof as if fully set forth in this Section One.

SECTION TWO: The Village President and Clerk are hereby authorized and directed to execute a document entitled "Engineering Design Bourbonnais Parkway Interchange Sanitary Sewer Interceptor Bourbonnais, Illinois" (the "Agreement") by and between the Village and Tyson Engineering and Robinson Engineering, in substantially the same form as is attached hereto as Exhibit "A".

SECTION THREE: Should any provision or section of this Ordinance be declared invalid by any Court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part hereof other than the part so declared to be invalid.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, VOTING RECORD AND SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2016 by the following vote:

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 _____ 2016, insofar as the same relates to the adoption of an ordinance numbered and entitled:

ORDINANCE NO. 16-2017

An Ordinance Authorizing and Approving A Proposal For Engineering Services For the Bourbonnais Parkway Interchange Sanitary Sewer Interceptor.

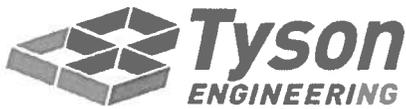
a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

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, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities and this was published in pamphlet form on the date written on the face of this Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this _____ day of _____, 2016.

(SEAL)

Village Clerk



DAVID A. TYSON, PE, IPLS
Office Phone: (815) 932-7406
E-Mail: dtyson@tysoneng.com

February 16, 2016

Project 15-T0657

Village President and Board of Trustees
Village of Bourbonnais
600 Main Street, NW
Bourbonnais, IL 60914

Attention: Mayor Paul Schore

RE: ENGINEERING DESIGN
BOURBONNAIS PARKWAY INTERCHANGE
SANITARY SEWER INTERCEPTOR
BOURBONNAIS, ILLINOIS

Mayor Paul Schore and Village Board Members:

Tyson Engineering, Inc. is pleased to submit this proposal to provide engineering design services concerning the sanitary sewer interceptor line to service the Bourbonnais Parkway Interchange located in Bourbonnais, Illinois.

Following is a summary of our Basic Services.

BASIC SERVICES

Engineering Design

\$675,000.00

Tyson Engineering will prepare plans and specifications for the proposed sanitary sewer interceptor line from the Kankakee River Metropolitan Agency (KRMA) Wastewater Treatment Plant to just north of 5000N Road in Bourbonnais, Illinois. Preparation of the plans and specifications will be billed on a lump sum basis per progress on the project.

Tyson Engineering will prepare infrastructure improvement plans as required by the governing authorities. Soil borings will be done to determine rock depth and pavement thickness.

We will prepare soil erosion and sedimentation control plans in accordance with State and local requirements and assist the Client in preparation of the Notice of Intent letter required by the Illinois Environmental Protection Agency in order to obtain a Storm Water Permit.

Following is a summary and outline of our Basic Services.

- Prepare Erosion Control Plan.
- Overall design of sanitary sewer improvements.
- Incorporate the preservation and relocation of existing utilities.
- Prepare Illinois Environmental Protection Agency Sanitary Sewer Permit application.
- Prepare Illinois Environmental Protection Agency NPDES Stormwater Pollution Prevention Plan (SWPPP).
- Provide bidding plans and specifications.
- Coordinate submission to Village for review and approval or permitting, as required.
- Document all utilities and design any relocation/modifications to public utilities as necessary.
- Provide Engineer's Estimate of Cost.
- Perform Geotechnical Services.
- Procurement of Bids.

The completion of this portion of the project will provide a complete set of approved engineering plans that are ready for Contractors to bid on and use for construction purposes.

EXTRAS TO CONTRACT

Additional Services

Unless described in the Basic Services above, Additional Services may include, but shall not be limited to, easement or right-of-way negotiation, easement or right-of-way acquisition, wetland determinations, wetland plantings design, wetland mitigation, flood studies, archaeological studies, Historic Preservation issues or other environmental concerns. These services shall also include any Survey work required for the completion of any real estate transactions required by the Client such as Plats of Dedication, Plats of Easement, Plats of Annexation or Plats of Vacation.

Compensation For Additional Services

Compensation for Additional Services shall be done on a time and material basis according to the Standard Hourly Rates schedule set forth below.

Reimbursable Expenses

Reimbursable Expenses include the following categories: Subcontractor costs that are not included in the Base Fee, out of town meetings, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities, if required by Village; reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items, and, if authorized in advance by Owner, overtime work requiring higher than regular rates.

Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services, Owner shall pay Engineer at the rates set forth below.
2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
3. The Reimbursable Expenses Schedule will be adjusted annually (as of January, 2017) to reflect equitable changes in the compensation payable to Engineer.

Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Standard Hourly Rates

1. Standard Hourly Rates are set forth below and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of January, 2017) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified below.

Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer	\$175.00 per hour
Senior Project Manager 1	\$165.00 per hour
Senior Engineer 1	\$145.00 per hour
Project Engineer 2	\$115.00 per hour
Project Engineer 1	\$ 97.00 per hour
Engineer Technician 1	\$ 75.00 per hour
CAD Technologist 1	\$ 85.00 per hour
Resident Engineering Representative 2	\$ 90.00 per hour
Resident Engineering Representative 1	\$ 78.00 per hour
Land Surveyor 3	\$138.00 per hour
Field Crew Chief	\$ 90.00 per hour
Field Crew Member 1	\$ 66.00 per hour
Administrative 2	\$ 62.00 per hour
Planner	\$110.00 per hour
Grant Writer 2	\$ 95.00 per hour
Grant Writer 1	\$ 79.00 per hour
GIS Coordinator	\$137.00 per hour
GIS Developer	\$111.00 per hour
GIS Technologist	\$ 91.00 per hour
IT Coordinator	\$121.00 per hour
IT Technologist	\$ 91.00 per hour

The above rates include all office overhead and administrative costs including reproduction costs and are based on regularly scheduled weekday work hours.

Automobile Travel Expense		\$ 0.54 per mile
Reproduction Costs:	Bond Paper Copies - 18" x 24"	\$ 1.35 per sheet
	24" x 36"	\$ 2.70 per sheet
	30" x 42"	\$ 4.00 per sheet
	Other Sizes	\$ 0.45/SF

The above rates include all office overhead and administrative costs including reproduction costs and are based on regularly scheduled weekday work hours.

Payment Terms

Our payment terms are NET 30 days from the date of the invoice. A late payment penalty of one and one-half percent (1-1/2%) per month, which is an annual rate of eighteen percent (18%), shall be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice. Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid by the Client.

Thank you for the opportunity to submit this proposal to you. If this is satisfactory, please sign and return one copy of this letter, along with an initialed and dated copy of the attached "Tyson Engineering, Inc. Standard Terms and Conditions", to our office as notification of authorization to proceed. If you have any questions or require additional information, please contact our office.

Very truly yours,

TYSON ENGINEERING, INC.



David A. Tyson, PE, IPLS
President

Approved this _____ day of _____, 20_____.

VILLAGE OF BOURBONNAIS

Signature

Title

ATTEST:

Name

Title

TYSON ENGINEERING INC ("TEI")
STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both parties specifically define in writing an official amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by TEI under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TEI makes no warranties, express or implied, under this Agreement or otherwise, in connection with TEI's services

RELIANCE – TEI may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute TEI's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

DELAYS – TEI shall complete its obligations within a reasonable time. If, through no fault of TEI, such periods of time or dates are changed, or the orderly and continuous progress of TEI's services is impaired, or TEI's services are delayed or suspended, then the time for completion of TEI's services, and the rates and amounts of TEI's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to TEI. If TEI's services are substantially delayed through no fault of TEI, TEI may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay TEI for all services rendered to the date of suspension/termination of services plus suspension/termination charges. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - TEI's opinions of probable Construction Cost are to be made on the basis of TEI's experience and qualifications and represent TEI's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since TEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, TEI cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by TEI.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by TEI are instruments of service, and TEI retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by TEI or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work.

ENVIRONMENTAL CONDITIONS OF SITE - TEI's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated

biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – TEI shall not at any time supervise, direct, or have control over any contractor's work, nor shall TEI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. TEI neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. TEI shall have no authority to stop the work of the contractor.

LIMITATION OF LIABILITY –Engineer's liability under this Agreement shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Claims.

INSURANCE – TEI will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal and TEI's business requirements. Certificates of Insurance will be provided by TEI upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and TEI waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party can assign its rights or obligations only with the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or TEI to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and TEI and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and TEI, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

Initial: _____

Date: _____

4/01/2014

Events Calendar

Monthly View 18 March 2016

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9	28	29	1	2	3	4	5
10					08:30am Submittal Deadl ...		
6	7	8	9	10	11	12	
	05:30pm Board Meeting						
13	14	15	16	17	18	19	
11							12:00pm Easter Egg Hunt
20	21	22	23	24	25	26	
12	05:30pm Board Meeting			06:30pm Planning Commis ...	Good Friday-Off ...		
27	28	29	30	31			
13						1	2

Default
 Holiday
 Board Meetings
 All Categories ..

Events Calendar

Monthly View April 2016

	March			April 2016			May		
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
13	27	28	29	30	31	1	2		
14		4	5	6	7	8	9		08:00am Community Praye ...
		11	12	13	14	15	16		
		18	19	20	21	22	23		
16		25	26	27	28	29	30		
17									

Default
 Holiday
 Board Meetings
 All Categories ..