



Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING ~ AGENDA ~

May 2, 2016

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. ROLL CALL: Clerk Simeur

2. APPROVAL OF MINUTES: April 18, 2016

- a. Public Hearing Minutes
- b. Regular Board Minutes

3. REPORTS FROM COMMISSIONS AND ADVISORY BOARDS

4. BIDS AND QUOTES

5. CORRESPONDENCE

6. FINANCE COMMITTEE

Trustee Vera Amiano, Chair

- a. Consideration to Approve Accounts Payable May 2, 2016
- b. Resolution No. 16-1244 (A Resolution Approving And Adopting Various Budgets For The Village Of Bourbonnais, Kankakee County, Illinois For Fiscal Year 2016-2017)

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 16-1245 (A Resolution For Maintenance Of Streets and Highways by Municipality under the Illinois Highway Code)

10. PARKS & RECREATION COMMITTEE

Trustee Jeff Keast, Chair

This notice posted
this 29th day of April
2016 in accordance
with the Open
Meetings Act.

11. **FRANCHISE, LICENSE & ADMINISTRATION**
Trustee Rick Fischer, Chair
12. **ANNEXATION, BUILDING & ZONING COMMITTEE**
Trustee Rick Fischer, Chair
 - a. Ordinance No. 16-2018 (An Ordinance Amending An Annexation Agreement For Certain Property Owned By IM Steel On Larry Power Road) First Reading
13. **COMMUNITY AFFAIRS & SERVICES COMMITTEE**
Trustee Vera Amiano, Chair
14. **UTILITY COMMITTEE**
Trustee Jack Littrell, Jr., Chair
15. **BUILDINGS & GROUNDS COMMITTEE**
Trustee Randy King, Chair
16. **COMMITTEE MEETINGS SET** – See Calendars
17. **VILLAGE ADMINISTRATOR’S REPORT**
Michael Van Mill, Village Administrator
 - b. Jerry Kuntz and Victoria Ruble from Greater Kankakee Airport Authority.
18. **VILLAGE ATTORNEY’S REPORT**
Patrick Dunn, Attorney
 - a. Resolution No. 16-1243 (A Resolution Authorizing the Release of Certain Minutes from Meetings of the Board of Trustees of the Village Of Bourbonnais)
19. **VILLAGE PRESIDENT’S REPORT**
Paul Schore, Village President
 - a. Proclamation No. 16-294 (A Proclamation Honoring Terry Granger as Principal of the Year by Lewis University)
20. **OLD BUSINESS**
21. **NEW BUSINESS**
22. **PUBLIC COMMENTS**
23. **ADJOURNMENT**



Village of Bourbonnais
PUBLIC HEARING BEFORE THE CORPORATE AUTHORITIES
~MINUTES~

Monday, April 18, 2016

1. **Call to Order:** The Public Hearing was called to order at 5:15 p.m. by Village President Paul Schore.
2. **Roll Call:** Village Clerk Brian Simeur called the roll with the following Trustees present: Trustee Vera Amiano, Trustee Bruce Greenlee, Trustee Rick Fischer, Trustee Randy King, Trustee Jeff Keast and Trustee Jack Littrell. Also in attendance were Village Treasurer Ron Riebe, Village Attorney Patrick Dunn and Village Administrator Michael Van Mill.
3. **Public Hearing -** Amendment to an Annexation Agreement recorded February 14, 2013 Between the Village of Bourbonnais and IM Steel Inc. (Belson) for real estate located on Larry Power Road, Bourbonnais, Illinois.

Pat Dunn gave a brief overview of the reason for the Public Hearing tonight.

Attorney Ken Carlson spoke on behalf of IM Steel (a/k/a Belson) and noted that also in attendance were Mark Posen (IM Steel/Belson), Kevin Kennell (IM Steel/Belson), Jeff Bennett (Realtor/Developer) and Mike Gingerich (Project Engineer)

Mr. Carlson said that the site is a 27 acre parcel and runs south to I-57 from Larry Power Road. He noted that before the bailer and sheer equipment are brought over from their current site to the new site, the office building and warehouse will be built out. Mayor Schore asked if that will be put in writing as part of the revised annexation agreement and Mr. Carlson said that yes it would.

Mr. Carlson said that the company anticipates that the number of employees will grow with this move. He also stated that he doesn't expect an increase in traffic on Larry Power Road due to this move except for the area between the railroad tracks and the new entrance.

Mike Gingerich, engineer on the project, discussed the drainage plan for the property and a detention pond in front of the office building.

Jeff Bennett, a local real estate developer who is working with Belson on the new site, talked about other interest in the property. He said that the only interest was a self-storage facility. Mr. Bennett also said that he doesn't feel that the current Belson property on the corner of Rt. 50 and Larry Power Road has not had a negative impact on the properties near there. In fact, development on adjacent property is still occurring.

Mr. Carlson said that air testing of the current site was done by a 3rd party safety group and the levels of air contaminant are less than one would expect, and in fact, the levels were non-detectable.

Trustee King asked about the Vacuum System (Sparks System). Kevin Kennell explained what the Sparks System does and that it was installed in December 2015. Trustee Greenlee asked Mr. Kennell if the smoke that is seen is only from cutting steel and not from burning wire and he said that is correct.

Pat Dunn asked if anyone was living on the proposed site. Mr. Carlson said no there is not.

Trustee King asked if there have been IEPA issues since the last time the Board and the IM Steel/Belson group met. Mr. Carlson said that a Target customer reported something to the local Target manager and they called the IEPA and no issues were recorded. He also said that the IEPA recently observed the Sparks System and no formal feedback has been given to Belson.

4. Public Comments:

Steve Bisailon, Bourbonnais Township Road Commissioner, asked about the detention pond and the elevations given that the water table is high out there and wanted to know where the water was going to go. Mr. Gingerich said that there should not be any issues and explained why. He said that all this storm water detention will meet or exceed the Village's codes.

Fred Voight asked what the surface would be used on the property. Mr. Gingerich said it will be a mix of asphalt, slag and grass.

Mr. Bisailon asked about the inlet and outlet of the detention pond. Mr. Gingerich said that will all be determined in final engineering and per the Village's codes.

Mr. Bisailon showed pictures that depict yellow smoke from the current Belson property (exhibits attached) and said that there is a safety issue (visibility) for drivers at times when the smoke is really thick and it also doesn't look very good when driving into the area. He finds it hard to believe that this smoke just disappears as the Belson representatives have said.

Trustee King commented that he is not aware of Belson tripling the size of their operation as Mr. Bisailon suggested previously in the meeting. It was then noted by Mr. Carlson that the stockpiles would be capped at 23 feet high.

Jerry Alexander (also speaking on behalf of Mike Merten the owner of the Antique Mall across from the current Belson property) feels that this will impact property values. He said that Mr. Merten has lost tenants and customers as a result of the smoke that the current operation releases that impacts the Antique Mall property to the north. He mentioned the surface for the storage of steel and what is required and he encourage the Board to check into this. He also doesn't believe that all that smoke is being cleaned as claimed.

Mr. Alexander asked what the response was from the IEPA was during their recent inspection. Mayor Schore also asked what the IEPA inspection revealed and Mr. Carlson said that the IEPA had no comment on their inspection.

Trustee King asked those in the audience if they have gone to the Village of Bradley about their concerns given Belson's current operation is in Bradley. Mr. Alexander said he talked with them but has not gotten in depth with them on this matter but did say that a Village of Bradley representative said that they didn't want to comment on the matter.

Bill Warburton from Affordable Mini Storage asked if the Village of Bourbonnais has spoken to the Village of Bradley about Belson. Trustee King said that he has and that the Village of Bradley noted one incident.

Mr. Warburton also asked if the steel will be shipped out of the proposed location by rail and Mr. Posen said no.

Mr. Bisailon just reiterated that he is concerned about the water run-off from the proposed site and that he doesn't feel that this has been really addressed.

5. **Adjournment:**

A motion was made by Trustee King and seconded by Trustee Keast to adjourn the Public Hearing. Motion passed on a voice vote of 6-0 and the meeting adjourned at 6:14 p.m.

Respectfully Submitted by
Pending Board Approval

Brian Simeur, Village Clerk

Road Commission Exhibit #









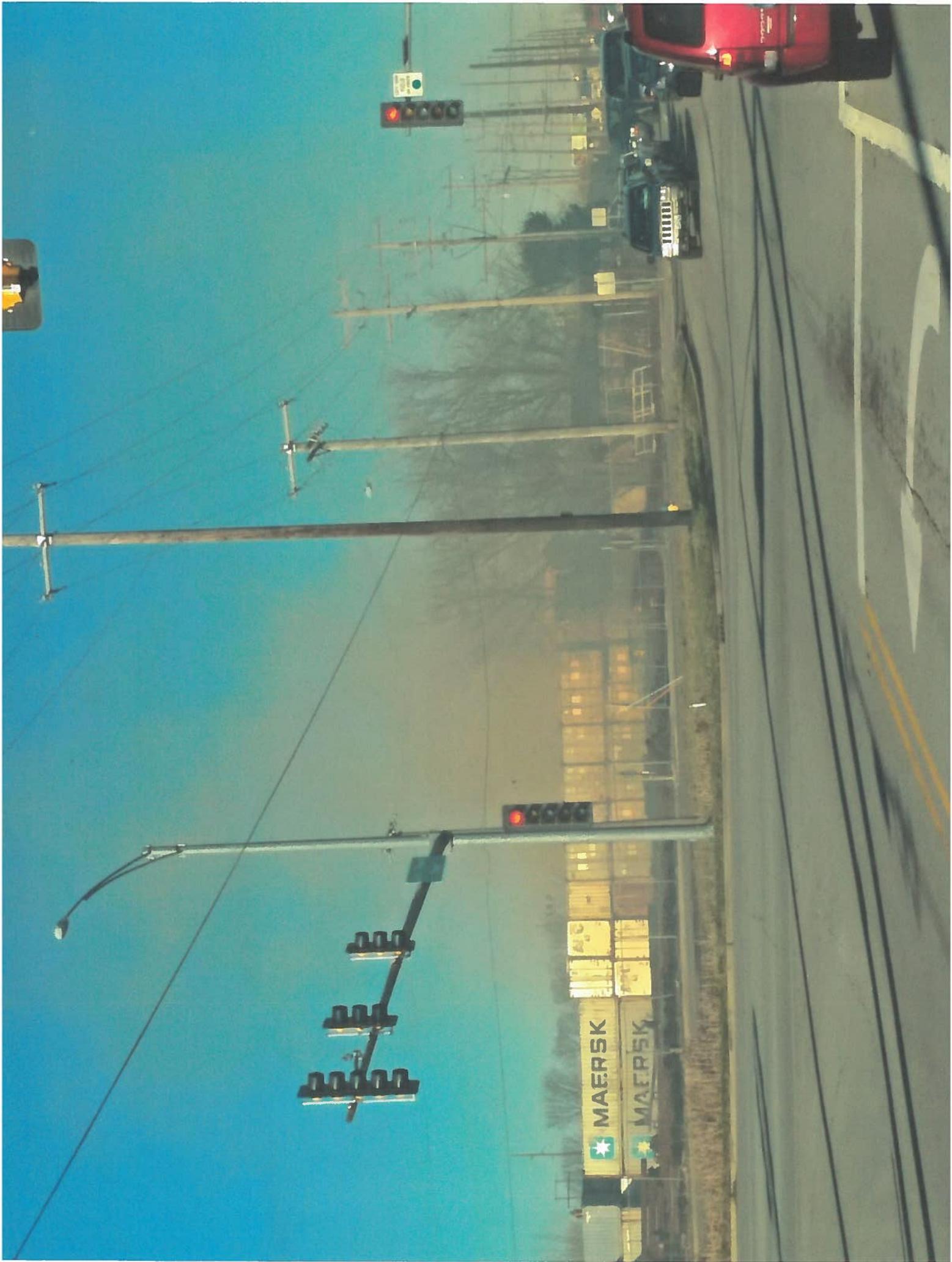






View From
OFF RAMP I-57















GOOD NEIGHBOR LAW

"Sic utere tuo ut non laedas"

USE YOUR OWN SO AS NOT TO INJURE ANOTHER

"First: No man is to deprive another of his property, or disturb him in enjoying it.
Secondly, every person is bound to take due care of his own property, so as the neglect thereof may not injure his neighbor.
Thirdly, all persons must so use their right, that they do not ... damage their neighbor's property."

Giles Jacob 1729 (A New Law Dictionary)

Welcome To
**GOOD NEIGHBOR
LAW- Click Here To
Enter Our Site!**

MISSION

To Develop A World
Of Good Neighbors

VISION STATEMENT

To educate and
empower people
regarding their
rights, through
factual, accurate and
truthful information
sharing.



- [Outdoor Air](#)
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Outdoor Air Pollution

The EPA's Good Neighbor Rule

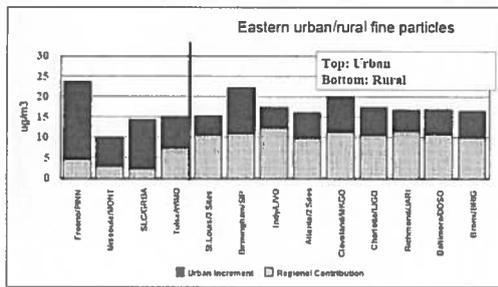
Click [here \(http://www.epa.gov/epa/20101028_121238.pdf\)](http://www.epa.gov/epa/20101028_121238.pdf) to download a fact sheet with talking points supporting the EPA's Transport Rule, also known as the Good Neighbor Rule.

What is the Good Neighbor Rule?

Coal-fired power plants dump millions of tons of pollution into the air. That pollution spreads from state to state, giving kids asthma, causing heart attacks, and sending thousands of people to the hospital, but the states need federal help to control pollutions blowing in across their borders. Now, EPA is acting to help states be good neighbors with a rule that will systematically and efficiently cut pollution from dozens of coal plants that would otherwise spread across the country. This 'Good Neighbor' rule will step down pollution in thirty-one states, save lives, and help everyone breathe easier. Better yet, the rule's benefits outweigh its costs – by over 100 billion dollars.

The Clean Air Act's "Good Neighbor" provision (section 110(a)(2)(D)(i)(I)) gives EPA the power to cut down interstate pollution that interferes with the attainment and maintenance of the national ambient air quality standards protecting public health. EPA is using that power in this new rule, which is officially called the Air Pollution Transport Rule, to remedy ongoing violations of the 1997 ozone standards, and the 1997 and 2007 fine-particle (PM_{2.5}) standards. Ozone and fine particles aggravate asthma and cause heart and lung problems. EPA will use the rule to cut pollutants, sulfur dioxide (SO₂) and nitrogen oxide (NO_x) that pour out of smokestacks and form ozone and fine particles in the atmosphere. The Good Neighbor Rule replaces and strengthens EPA's earlier Clean Air Interstate Rule (CAIR), which industry over-turned, but which remains in place pending EPA's efforts to develop an updated rule.

In the East, Transport Is a Major Fraction of PM_{2.5} and Ozone (not shown)



Reference: 2002 EPA Trends Report http://www.epa.gov/air/trends/chem_spec_of_pm2.5_b.cdf

What Will the Good Neighbor Rule Achieve?

EPA projects that without the Good Neighbor Rule, air pollution from power plants would result in 14,000 to 38,000 additional deaths. The Good Neighbor Rule will further prevent 23,000 non-fatal heart attacks, 28,000 hospital and emergency department visits, 21,000 cases of acute bronchitis, 240,000 episodes of aggravated asthma. EPA translates those benefits into a value of \$110 to \$270 billion. It estimates the costs of implementing the Rule at \$6.5 billion.

Who Benefits From the Good Neighbor Rule Apply?

The Good Neighbor Rule will help clean the air in thirty-one states (Texas, Oklahoma, Kansas, Nebraska, Louisiana, Arkansas, Missouri, Iowa, Minnesota, Wisconsin, Illinois, Indiana, Ohio, Michigan, Mississippi, Alabama, Florida, Georgia, North Carolina, South Carolina, Tennessee, Kentucky, Virginia, West Virginia, Maryland, Delaware, Pennsylvania, New Jersey, New York, Massachusetts, and Connecticut) and the District of Columbia. It requires power plants in those areas to reduce their sulfur dioxide (SO₂) and nitrogen oxides (NO_x) emissions. EPA has concluded that reducing pollution from such plants is the most cost-effective means by which to protect air quality in neighboring states.

How Does the Good Neighbor Rule Work?

EPA's proposed rule would mandate state-by-state SO₂ and NO_x reductions, with limited trading between states. EPA has established SO₂ and NO_x budgets for each affected state, designed to eliminate each state's "significant contribution" to the violation of air-quality standards elsewhere. Of course, reducing pollution at the source will benefit people living near power plants, too. Reductions are achieved by ratcheting down the state budgets over time.

Power-plants within each affected state are required to maintain "allowances" – tradable pollution credits – for each ton of SO₂ and NO_x they emit each year. The state-wide budget determines the total allowances within the state. Individual plants would, under EPA's proposal, receive a portion of those allowances based on their past emissions. Plants have the option of either reducing their pollution, or purchasing allowances from other plants which have reduced their pollution sufficiently to possess excess allowances. EPA currently plans to allow a limited number of allowances to move between states; most of the trading, however, will be in-state.

The first set of pollution reductions will occur in 2012. In fifteen states deemed by EPA to be making the greatest contribution to PM_{2.5} violations in neighboring states, a second round of SO₂ reductions will occur in 2014. Those "Tier 1" states are Georgia, Illinois, Indiana, Iowa, Kentucky, Michigan, Missouri, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, and Wisconsin. EPA has suggested that further reductions may be imposed to address recent and upcoming revisions to the Act's national ambient air quality standards.

Attachment	Size
20101026_121238.pdf (http://www.cleanair.org/sites/default/files/20101026_121238.pdf)	63.87 KB





Village of Bourbonnais
VILLAGE BOARD MEETING
~MINUTES~
Monday, April 18, 2016

CALL TO ORDER: The meeting was called to order at 6:18 p.m. by Mayor Paul Schore (normal start time of 5:30 p.m. was delayed due to the Public Hearing that preceded this meeting). The pledge of allegiance was led by Village Trustee Rick Fischer.

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

2. **APPROVAL OF MINUTES:**

a. **Regular Board Meeting Minutes**

A motion was made by Trustee Amiano and seconded by Trustee Fischer to suspend the reading and approve the regular board meeting minutes from April 4, 2016. Motion passed on a voice vote of 6-0.

3. **REPORTS FROM COMMISSIONS AND ADVISORY BOARDS:** None.

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

5. **CORRESPONDENCE:** None.

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

a. **Consideration to Approve Accounts Payable April 18, 2016:**

Motion made by Trustee Amiano and seconded by Trustee Greenlee to approve the bills as presented.

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

Motion passed on a vote of 6-0.

7. **POLICE COMMITTEE:**
Trustee Bruce Greenlee, Chair

Police Chief Jim Phelps noted that this Saturday, April 22, 2016 the Village of Bourbonnais will be hosting a multi-jurisdiction active shooter preparedness drill at Olivet Nazarene University.

8. **COMMUNITY & ECONOMIC DEVELOPMENT: None.**
Trustee Vera Amiano, Chair

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

Public Works Director Mike Chamness asked residents to refrain from blowing grass into the streets when doing their yard work, which can lead to storm sewer issues. Mayor Schore said the same holds true for brush - please place it in your yard and not the street.

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

Trustee Keast noted that the Village parks are open from dawn to dusk.

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

Trustee Fischer said that a follow up planning meeting for the Board and Department Heads will be called in the next couple of weeks.

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

- a. Ordinance No. 16-2018 (An Ordinance Amending An Annexation Agreement For Certain Property Owned By IM Steel On Larry Power Road) First Reading

A motion was made by Trustee Fischer and seconded by Trustee Keast to table said ordinance at Village Attorney Dunn's request. Motion passed on a voice vote of 6-0.

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

Trustee Amiano thanked all of those individuals that helped with the Village's booth at the Home Buyers' Expo that was held on April 9, 2016.

14. **UTILITY COMMITTEE:**

Trustee Jack Littrell, Jr., Chair

Mr. Chamness said that cameras will be used to check for inflow and infiltration (I&I) from Cavalier Park to KARMA.

15. **BUILDINGS & GROUNDS COMMITTEE:**

Trustee Randy King, Chair

Mr. Chamness also reported that the pavilion roof at Goselin Park needs to be replaced and bids are being sought and a metal roof is being looked at as an alternative. He said that it could be replaced before the Friendship Festival.

16. **COMMITTEE MEETINGS SET:**

- Wednesday, April 27, 2016 at 4:00 p.m. - Finance at the Administration Building

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

Refer to the Village Administrator memo that is attached.

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

Patrick Dunn, Attorney

- a. Request for a motion to hold a closed meeting to discuss the minutes of meetings lawfully closed under the Illinois Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes pursuant to Section 2.06 of the Act as allowed by 5 ILCS 120/2 (c) (21) with no final action to be taken in closed session or after reopening into regular session.

A Motion made by Trustee Amiano 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. Motion passed on a voice vote of 6-0.

19. **VILLAGE PRESIDENT'S REPORT:**

Paul Schore, Village President

- a. Proclamation No. 16-293 (A Proclamation Designation the 23rd Day of April 2016 as "Comcast Cares Day" in the Village Of Bourbonnais, Illinois.)

Motion made by Trustee Fischer and seconded by Trustee Keast to read said proclamation by title only. Motion passed on a voice vote of 6-0.

Motion made by Trustee Fischer and seconded by Trustee Amiano to adopt said resolution. Motion passed on a voice vote of 6-0.

- Mayor Schore is looking forward to talking to the City of Springfield about their new interchange in an effort to gain insight into what the Village can expect with the new I-57 interchange that is being built at Bourbonnais Parkway.

20. **OLD BUSINESS:**

Trustee Littrell said there is still some activity at Perry Farm entrance off of Coyne Street and the Village Police Department will keep a watchful eye on things over there.

21. **NEW BUSINESS:** None.

22. **PUBLIC COMMENTS:**

- Ryan Kimberlin from Comcast invited the Board and residents to participate in Comcast Cares Day to be held this Saturday morning, April 23, 2016 at the Perry Farm.
- Motion made by Trustee Keast and seconded by Trustee Greenlee to move into the Executive Session as allowed for in the Village Attorney's section of this meeting. Motion passed on a voice vote 6-0.
- Motion made by Trustee King and seconded by Trustee Keast to move back into the regular board meeting. Motion passed on a voice vote 6-0.

23. **ADJOURNMENT:**

Following the board's return from Executive Session, a motion was made by Trustee Amiano and seconded by Trustee Fischer to adjourn the regular board meeting. Motion passed on a voice vote of 6-0 and the meeting adjourned at 6:45 p.m.

Respectfully Submitted:

Brian [redacted], Village Clerk

Pending board approval

Administrator's Report

Village Board Meeting

Monday April 18, 2016

- Mayor, Laurie and I attended the Daily Journal's Progress Award dinner last Thursday night. Three of our nominees were recognized for their unique qualities. BBCHS won the Innovator in Education Award. Hospice won the Innovator in Social Services. And, Beef O Brady's was recognized as Small Business of the Year. They all recognized and thanked the Village for their nomination.
- On Wednesday April 6, the Mayor and I attended and made a presentation to the Bradley Bourbonnais Rotary. During the last week, I was approached by those in attendance thanking us for the great information about Bourbonnais.
- On Monday April 11, I attended the Great Lakes Basin Railroad public meeting at the Manteno Sportsmans Club. The US Surface Transportation Board held the hearing. The proposed 278 mile rail line goes from LaPorte, IN to Milton, WI.
- On April 12, we hosted the first meeting of the Bourbonnais Parkway Steering Committee. This is an exercise to build consensus on the economic development opportunities and physical site planning needs for prioritized real estate development in and around the new interchange. In attendance were representatives of Bradley and Manteno, the Alliance, and property owners. The study is being done by RATIO Architects and Piggush Engineering. The next meeting is scheduled for May 10.
- As a result of a vacancy being created for the Administrative Assistant, we posted the position internally and received some very good applicants. We performed interviews during the last couple weeks. I am pleased to announce that Sue Cellini has accepted the position and she started today.
- The joint meeting of the Bourbonnais Elementary and Village Board members is this Thursday, April 21. The meeting will take place at Aurelio's. The time is 6:00pm. I need a firm number of attendees. So, if you have not already RSVP'd, please let me know tonight.
- On April 29, I will be attending the CIP's 13th Annual Industrial Summit in Oak Brook. Presenters will be discussing the state of the industrial market in NE IL.
- The Mayor, Laurie and I are scheduled to meet this Friday with representatives of the City of Springfield to garner information on how they are attempting to market and promote a new I-55 interchange for development.
- Lastly, I have a draft report outlining last month's planning session. I want to get it out to everyone. Also, no date is set for our follow up meeting. We need to come up with an agreeable date.

VILLAGE OF BOURBONNAIS, ILLINOIS

RESOLUTION NO. 16-1244.

**A RESOLUTION APPROVING AND ADOPTING VARIOUS BUDGETS FOR THE
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR FISCAL
YEAR 2016-2017**

**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 NO. 16-1244.

A RESOLUTION APPROVING AND ADOPTING VARIOUS BUDGETS FOR THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR FISCAL YEAR 2016-2017

WHEREAS, the Village of Bourbonnais, an Illinois Municipal Corporation, hereafter referred to as "the Village", pursuant to the Illinois Municipal Code is required to make and plan for expenses and income on an annual basis; and

WHEREAS, the Village has a fiscal year starting May 1 and Ending April 30; and

WHEREAS, the Village is required by 65 ILCS 5/8-2-9 to prepare and approve an appropriations ordinance on an annual basis; and

WHEREAS, the Village President and the Village Administrator after much thought and deliberation have created the attached budgets for the Village to assist in the preparation of the annual appropriations ordinance; and

WHEREAS, the Corporate Authorities after a thorough review of the attached budgets and having considered the needs of the Village, its citizens and employees, hereby approve and adopt the attached general fund for the fiscal year 2016-2017.

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 Resolution are true, correct and complete, and are hereby incorporated by reference hereto and made part hereof.

Section Two: The Corporate Authorities hereby approve and adopt the attached budgets.

Section Three: This resolution 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 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 RESOLUTION

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 a Resolution numbered and entitled:

RESOLUTION NO. 16-1244.

A RESOLUTION APPROVING AND ADOPTING VARIOUS BUDGETS FOR THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR FISCAL YEAR 2016-2017

a true, correct and complete copy of which Resolution 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 resolution were conducted openly, that the vote on the adoption of said resolution 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

EXHIBIT A BUDGETS

EXHIBIT A BUDGETS

LINE ITEM REVENUES

GENERAL FUND

TAX REVENUE

30.3012	Personal Property Replacement Tax Corporate income tax FY16 less 2.0%	49,802
30.3014	State Income Tax \$102 X 18,631 population	1,900,362
30.3015	State Sales Tax FY16 plus 2.5%	2,778,360
30.3016	Property Tax 2015 levy	1,538,190
30.3020	Local Use Tax \$23.50 X 18,631 population	437,829
30.3024	Video Gaming Tax FY16 plus 2.5%	13,838
TOTAL TAX REVENUE		<u>6,718,380</u>

LICENSE REVENUE

31.3111	Liquor Licenses 12 licenses of various classes	29,200
31.3112	Nursing Home Licenses 5 licenses	3,500
31.3115	Vending Licenses 6 licenses	3,000
31.3125	Other licenses Raffle licenses	250
TOTAL LICENSE REVENUE		<u>35,950</u>

FINE REVENUE

32.3211	Parking Tickets	3,000
32.3212	Auto Impound Fees 5 year average	47,800
32.3213	Ordinance Violations Average of last 5 fiscal years	34,965
32.3214	Other Fines Revenues from asset seizure	4,893
32.3215	Circuit Court Fines Moving violations, DUI, and e-citations	79,438
32.3216	Police Reports	1,535
32.3217	Warrant Revenue Sex offender registration	1,000
TOTAL FINE REVENUE		<u>172,631</u>

REIMBURSEMENT REVENUE

33.3517	State/Federal Reimbursements Reimbursements for maintenance of State roads	78,750
33.3518	Traffic Signal Reimbursements Traffic signal maintenance on State Highways	10,000
33.3519	Police Training Reimbursements Reimbursements from ILEAS	1,500
33.3521	Other Reimbursement Revenue Reimbursement of 2001 sewer bond payments Reimbursement of Slater Park electricity	236,609
33.3522	Police Reimbursement Various security details, seizure auction items	40,000
TOTAL REIMBURSEMENT REVENUE		<u>366,859</u>

FRANCHISE REVENUE

34.3116	Franchise - Cable TV Comcast	195,736
34.3118	Franchise - Telephones	119,616
TOTAL FRANCHISE REVENUE		<u>315,352</u>

PERMIT REVENUE

35.3109	Admin Fees - Final Grade	1,025
35.3113	Building Permit Fees	153,750
35.3114	Planning/Zoning Fees	2,305
35.3120	Other Inspection Fees Re-inspections of failed permit work Landlord inspections (every 3 yrs) due this year	30,000
35.3121	Other Permit Fees Landlord registration fees	9,700
35.3122	Solicitor's Permits	650
35.3124	Preliminary Plat Review Fees	110
35.3131	Admin Fees - Building Escrow	2,050
TOTAL PERMIT REVENUE		<u>199,590</u>

MISCELLANEOUS REVENUE

39.3910	Interest Income Interest on CD's and Illinois Funds	12,300
39.3920	Sale of Assets Sale of surplus assets	12,375
39.3921	Voice Stream Tower Rental Rental agreements for cell tower usage	34,760
39.3922	Community Room Rental	4,350
39.3927	Application Fees Fees for fingerprint requirements	1,200
39.3961	Transfers From Other Funds Transfers for salaries & benefits paid by the Gen Fund for Sewer Fund	636,269
39.3990	Miscellaneous Revenue	5,437
TOTAL MISCELLANEOUS REVENUE		<u>706,691</u>
TOTAL GENERAL FUND REVENUES		<u><u>8,515,453</u></u>

LINE ITEM EXPENDITURES

GENERAL FUND

ADMINISTRATION

11.4011	Salaries/Wages (Mike V, Melanie,Laurie) Projected wage increase of 2.5% 50% of L Wimberly wages moved to TIF 18		193,000
11.4071	I.M.R.F. Expense Wages time 13.24%		25,553
11.4072	F.I.C.A. Expense Wages times 6.2%		11,966
11.4074	Medicare Expense Wages times 1.45%		2,799
TOTAL PERSONAL SERVICES			<u>233,318</u>
11.4110	M/R Vehicles Car Washes		205
11.4117	Health/Life Insurance Blue Cross/MetLife American General Kansas City Life Insurance Deductible	48,002 225 360 12,500	61,087
11.4120	Cell Phones Cell phone service for Mayor and Administrator		3,136
11.4214	Expense Reimbursements Travel reimbursements		513
11.4134	Training Administrator seminars		743
11.4136	Dues/Subscriptions Vehicles license IL City/County Mgmt Assoc Intl City Mgmt Assoc Intl Council of Shopping Centers Municipal Clerks Misc/Notaries	210 810 260 270 25 20	1,595
11.4156	Conferences/Seminars Annual Conference		3,075
TOTAL CONTRACTUAL SERVICES			<u>70,354</u>
TOTAL ADMINISTRATION BUDGET			<u><u>303,672</u></u>

FINANCE

13.4011	Salaries/Wages \$62,341 in salaries moved to Sewer 20% Wolf, Hildebrand and 40% Latz, Thompson	166,648
13.4014	Overtime	3,764
13.4071	I.M.R.F. Expense Wages times 13.24%	22,563
13.4072	F.I.C.A. Expense Wages times 6.2%	10,566
13.4074	Medicare Expense Wages times 1.45%	2,471
TOTAL PERSONAL SERVICES		206,011
13.4117	Health/Life Insurance Blue Cross AFLAC American General Kansas City Life Insurance deductible	55,674 39,774 120 300 480 15,000
13.4120	Telephone Director's cell phone and mifi	871
13.4124	Expense Reimbursements Travel reimbursements	752
13.4134	Training Training programs-IGFOA and IPERLA	1,647
13.4136	Dues/Subscriptions IGFOA, ICPAS-Wolf and Latz K3 Co Clerks, IPERLA Hildebrand	1,345 1,100 245
13.4137	Printing A/P Checks	769
13.4156	Conferences/Seminars IGFOA-Wolf/Latz IPERLA-Hildebrand	1,475 575 900
TOTAL CONTRACTUAL SERVICES		62,533
TOTAL FINANCE DEPARTMENT		268,544

COMMUNITY DEVELOPMENT

15.4011	Salaries/Wages	-
15.4071	I.M.R.F. Expense Wages times 13.24%	-
15.4072	F.I.C.A. Expense Wages times 6.2%	-
15.4074	Medicare Expense Wages times 1.45%	-
TOTAL PERSONAL SERVICES		-
15.4120	Telephone Director's cell phone and mifi	1,230
15.4124	Expense Reimbursement Travel reimbursement	291
15.4134	Training	600
15.4136	Dues/Subscriptions ICSC/APA ICMA	395 135 260
15.4138	Advertising Economic Development advertising Promotional materials	10,961
15.4156	Conferences/Seminars ICSC	1,066
TOTAL CONTRACTUAL SERVICES		14,543
TOTAL COMMUNITY DEVELOPMENT		14,543

POLICE

20.4011	Salaries/Wages		2,195,222
	Estimate per contract 2.5% increase		
20.4014	Overtime		225,768
20.4015	Holiday Pay		72,961
	Per contract		
20.4071	I.M.R.F. Expense		62,280
	Dispatch and non-union wages times 13.24%		
20.4072	F.I.C.A. Expense		23,581
	Dispatch and non-union wages times 6.2%		
20.4073	Police Pension Fund		451,608
	Village levy per annual pension audit		
20.4074	Medicare Expense		33,499
	Wages times 1.45%		
TOTAL PERSONAL SERVICES			<u>3,064,919</u>
20.4110	M/R Vehicles		4,100
	Car washes		
20.4115	Maintenance Agreements		31,349
	Tornado Siren	2,100	
	Weather Service	1,344	
	New World	26,100	
	SEPS	1,805	
20.4117	Health/Life Insurance		653,718
	Blue Cross	505,254	
	AFLAC	2,419	
	American General	2,325	
	Kansas City Life	3,720	
	Insurance deductible	140,000	
20.4120	Telephone		10,763
	Officer cellphones, air cards, cable		
20.4124	Expense reimbursement		11,412
	Tuition reimbursement	10,912	
	Travel expense	500	
20.4134	Training		4,869
	Regular Training expenses		
20.4136	Dues/subscriptions		4,205
	Tri-River training	1,680	
	Notary Fees	180	
	Squad license renewal	860	
	Ill Fire & Police Commissioner's Assoc	375	
	Eastern Ill Law Enforcement Assoc.	100	
	Ill Assoc. Chiefs of Police	1,010	
20.4137	Printing		2,460
	Various forms		

20.4138	Advertising Eligibility lists		717
20.4139	Animal Control K3 County Animal Control		3,936
20.4148	Cleaning Allowance 31 individuals @ \$350 each		10,850
20.4149	Uniform Allowance 25 Police @ \$850 each 6 Dispatch @ \$750 each		25,750
20.4151	Contracts-Other Entersect School Resource Officer Towing	948 32,000 500	33,448
20.4152	Medical Examinations		1,845
20.4154	Other Professional Services LEADS Rental Squad Cleaning COPS Testing Service New Hire Testing	6,000 750 2,000 2,000	10,750
20.4156	Conference/Seminars Chief's Conference		1,025
TOTAL CONTRACTUAL SERVICES			<u>811,197</u>
20.4213	Supplies-Vehicles Misc.		550
20.4214	Supplies-Equipment		3,136
20.4215	Supplies-Computer		512
20.4217	Supplies-Ammunition		4,705
20.4218	Supplies-Other		1,209
20.4219	Supplies-Office		1,024
20.4220	Uniforms New uniform items		2,000
20.4223	Safety Equipment Body Armor		7,329
20.4227	Tires/Tire Repair 8 sets of tires		6,663
20.4229	Publications Various Code Books		718
TOTAL COMMODITIES			<u>27,846</u>
TOTAL POLICE			<u><u>3,903,962</u></u>

PUBLIC WORKS

41.4011	Salaries/Wages		550,948
	Estimate per contract 2.5% increase		
	Less 50% of Chamness and Rayman to Sewer Fund		
41.4014	Overtime Pay		39,565
	Mosquito Spraying/Snow Plowing/Festival		
41.4071	I.M.R.F. Expense		78,184
	Wages times 13.24%		
41.4072	F.I.C.A. Expense		36,612
	Wages times 6.2%		
41.4074	Medicare Expense		8,562
	Wages times 1.45%		
TOTAL PERSONAL SERVICES			713,871
41.4110	M/R Vehicles		15,000
41.4111	M/R Equipment		5,500
41.4112	M/R Building		7,700
	General Building Repairs	5,000	
	Floor Mat Service	2,700	
41.4115	Maintenance Agreements		3,303
	Holohan Heating	1,344	
	Alarm System	300	
	Fire Extinguisher Certification	315	
	Weather Service	1,344	
41.4117	Health/Life Insurance		289,329
	Blue Cross	223,372	
	AFLAC	922	
	American General	975	
	Kansas City Life	1,560	
	Insurance Deductible	62,500	
41.4120	Telephone		1,476
	Cell Phones		
41.4126	Rental Charges		1,000
	Airgas	900	
	Other	100	
41.4134	Training		717
41.4140	Extermination		553
	Pest Control		
41.4148	Cleaning Allowance		2,665
	Mickey's Linen		
41.4149	Rain/Winter Wear		2,091
41.4152	Medical Examinations		941
41.4153	Landfill Fees		2,050
	Burn Pit		

TOTAL CONTRACTUAL SERVICES			<u>332,324</u>
41.4212	Supplies-Building		6,000
41.4213	Supplies-Vehicles		25,625
	Small Vehicle Parts		
41.4214	Supplies-Equipment		20,500
	Small Equipment Parts		
41.4218	Supplies-Other		4,050
	Crib Supplies	2,050	
	Other	2,000	
41.4219	Supplies-Office		525
41.4220	Supplies-Uniforms		1,000
	Summer T-shirts		
41.4222	Supplies-Medical		105
41.4223	Supplies-Safety Equipment		3,587
	Work Boots (PerContract)		
	Earplugs/Goggles/etc.		
41.4225	Supplies-Custodial		3,200
41.4227	Tires/Tire Repair		9,687
41.4228	Small Tools		950
TOTAL COMMODITIES			<u>75,229</u>
TOTAL PUBLIC WORKS			<u><u>1,121,424</u></u>

BUILDING DEPARTMENT

42.4011	Salaries/Wages		232,054
		Estimate per Contract 2.5% Increase 3 Inspectors @ \$6,500 each	
42.4014	Overtime		314
		Code Inspector	
42.4071	I.M.R.F. Expense		30,766
		Wages times 13.24%	
42.4072	F.I.C.A. Expense		14,407
		Wages times 6.2%	
42.4074	Medicare Expense		3,369
		Wages times 1.45%	
TOTAL PERSONAL SERVICES			<u>280,910</u>
42.4110	M/R Vehicles		369
		Car Washes	
42.4117	Health/Life Insurance		65,128
		Blue Cross	46,733
		American General	300
		AFLAC	115
		Kansas City Life	480
		Insurance Deductible	17,500
42.4120	Telephones		1,353
		3 Cell Phones	
42.4124	Expense Reimbursement		2,500
		Travel Expenses	
42.4134	Training		5,000
		SSBOA Monthly	1,060
		IASFM Floodplain	470
		2015 IRC	825
		2015 IBC	750
		2016 ICC	1,895
42.4136	Dues/Subscriptions		835
		So. Suburban Bldg Officials Assoc.	240
		Green Sheets	260
		IL Assoc. of Code Enforcement	135
		IL Assoc. of Flood Control	75
		IL Code Council	125
42.4137	Printing		282
		Building Permits/Work Orders/etc.	
42.4138	Advertising-Planning Commission		941
42.4149	Uniform Allowance		600
		Winter/Rain Wear (Per Contract)	
42.4151	Contracts-Other		350
		Recertification Fee	

42.4156	Conferences/Seminars		1,500
	International Code Council		
TOTAL CONTRACTUAL SERVICES			<u>78,858</u>
42.4213	Supplies-Vehicles		350
	Small Vehicle Parts		
42.4218	Supplies-Other		141
	Flashlights, tape measure, etc.		
42.4223	Safety Equipment		600
	Work Boots		
42.4227	Tires/Tire Repair		1,025
42.4228	Small Tools		205
42.4229	Publications		1,279
	Code Books		
TOTAL COMMODITIES			<u>3,600</u>
TOTAL BUILDING DEPARTMENT			<u><u>363,368</u></u>

STREETS/DRAINAGE

45.4108	M/R Sidewalks		30,750
		Sidewalk Program Set Aside	
45.4113	M/R Streets		91,225
		General Road Maintenance	78,125
		Street Striping (K3 Co. Hwy Dept)	13,100
45.4114	M/R Drainage		41,189
		Various Drainage Projects	
TOTAL CONTRACTUAL SERVICES			163,164
45.4210	Supplies-Streets		21,200
		Mosquito Spraying Chemicals	11,000
		Sign Making Supplies	2,000
		Pavement Marking Supplies	2,000
		Weed Killer	6,200
45.4216	Supplies-Drainage		4,562
TOTAL COMMODITIES			25,762
TOTAL STREET/DRAINAGE			188,926

PARKS DEPARTMENT

46.4011	Salaries/Wages		33,653
		6 Summer Workers	
46.4072	F.I.C.A. Expense		2,086
		Wages times 6.2%	
46.4074	Medicare Expense		488
		Wages times 1.45%	
TOTAL PERSONAL SERVICES			<u>36,227</u>
46.4113	M/R Grounds		15,035
		Mulch/Wood Chips/etc.	
46.4120	Telephone		1,132
		Security Camera Monitor	
46.4121	Park Electricity		6,150
		Slater Field	
46.4126	Rental Charges		3,587
		Porta-Potty Rental	
TOTAL CONTRACTUAL SERVICES			<u>25,904</u>
46.4211	Park Expenses		10,632
		Fertilizer	
		Flowers	
		Other Park Supplies	
TOTAL COMMODITIES			<u>10,632</u>
TOTAL PARKS DEPARTMENT			<u><u>72,763</u></u>

BOARD

51.4011	Salaries/Wages		46,400
		6 Trustees, Mayor, Clerk and Treasurer	
51.4071	I.M.R.F. Expense		3,165
		Selected wages times 13.24%	
51.4072	F.I.C.A. Expense		2,877
		Wages times 6.2%	
51.4074	Medicare Expense		673
		Wages times 1.45%	
TOTAL PERSONAL SERVICES			53,115
51.4117	Health/Life Insurance		115
		American General	
51.4124	Expense Reimbursement		8,500
		Trustee Monthly Expenses	6,000
		Planning Commission	2,500
51.4133	Travel Expenses		37,100
		Business Development	12,000
		Illinois Municipal League Conference	13,500
		Annual Holiday Party	9,200
		Mayor's Expenses	2,400
51.4136	Dues/Subscriptions		1,850
		IL Municipal League	1,450
		Daily Journal	250
		Municipal Clerk's Assoc.	150
51.4137	Printing		205
		Business Cards	
51.4138	Advertising		2,823
51.4145	Group Donations		3,100
		Senior St Pat's Dinner	1,000
		National Night Out	1,000
		School Programs/Other	1,100
51.4151	Contracts-Other		1,015
		Flowers(Funerals/Illness/etc.)	
TOTAL CONTRACTUAL SERVICES			54,708
51.4218	Supplies - Other		200
		Promotional/Sweet Street	
51.4229	Publications		329
TOTAL COMMODITIES			529
TOTAL BOARD			108,352

CENTRAL SERVICES

52.4112	M/R Buildings		32,400
		Cleaning Services	25,900
		Other Undefined	6,500
52.4115	Maintenance Agreements-Building		69,735
		Copier Lease	18,200
		ArcGIS	1,500
		Milliman	1,575
		Trakit	8,320
		Xerox(ACS)	25,500
		Pest Control	1,500
		Holohan	4,040
		Kone Elevators	800
		Simplex-Fire Alarms	4,700
		Floor Mats	3,600
52.4116	M/R Traffic Signals		15,614
52.4118	Liability/Workers Compensation Insurance		140,712
		Less Sewer Fund Portion 40%	
52.4120	Telephone		35,785
52.4121	Utilities		7,500
52.4122	Street Lighting		153,750
52.4123	Audit Expense		20,004
		Borschnack & Pelletier(60%)	
52.4127	Lease Payments		
		Snow Plow lease 4th of 5 payments	26,810
52.4128	Legal Services		107,113
52.4130	Engineering		23,524
52.4135	Postage		7,132
		Refill Postage Meter	5,200
		Meter Lease	1,932
52.4136	Dues/Subscriptions		900
		Briarcliff Estates/Recorder of Deeds	
52.4141	Loan Principal		181,655
		Career Center/Capital Equip	
52.4142	Loan Interest		15,113
		Career Center/Capital Equip	
52.4143	Interest G O Bonds		126,090
52.4144	Principal G O Bonds		390,000
52.4150	Computer Services		31,600
		Port Charges	2,700
		Dura-Tech	25,000
		WebFoot Designs	1,400
		Other - Comcast	2,500

52.4151	Contracts-Other		35,995
		Envision	5,880
		Metro Bus Service	29,000
		Coke Machine Lease	115
		Other	1,000
52.4154	Other Professional Services		5,125
		Adjudication Fees/Municipal Code Corp	
52.4155	Economic Incentives		25,000
		Culvers/Court Street Ford	
TOTAL CONTRACTUAL SERVICES			<u>1,451,556</u>
52.4212	Supplies-Building		10,738
		Light Bulbs/Towels/Tissue/etc.	
52.4215	Supplies-Computer		911
52.4218	Supplies-Other		2,563
52.4219	Supplies-Office		11,150
52.4225	Supplies-Custodial		769
52.4226	Fuel/Lubricants		107,096
TOTAL COMMODITIES			<u>133,227</u>
52.4916	Misc. Expense/Contingency		147,000
		Mall Expo Expense	2,000
		Flags	1,500
		Annual Permit-IEPA	1,000
		Unassigned	142,500
TOTAL MISCELLANEOUS EXPENSE			<u>147,000</u>
TOTAL CENTRAL SERVICES			<u>1,731,783</u>

CAPITAL ASSETS

60.4810	Vehicles			250,000
		Police Dept.	150,000	
		Public Works	100,000	
60.4811	Equipment			70,595
		Police Dept.	7,300	
		Public Works	63,295	
60.4814	Improvements			30,000
		Building Dept.		
60.4816	Computer Equipment			31,000
		Police Dept.		
TOTAL CAPITAL				<u><u>381,595</u></u>
TOTAL GENERAL FUND EXPENDITURES				<u><u>8,458,932</u></u>

VILLAGE OF BOURBONNAIS, ILLINOIS

RESOLUTION 16-1245

**A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY
MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE.**

**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.

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF RESOLUTION

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 a Resolution numbered and entitled:

RESOLUTION 16-1245

A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE.

a true, correct and complete copy of which Resolution 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 resolution were conducted openly, that the vote on the adoption of said resolution 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

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



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the PRESIDENT AND BOARD OF TRUSTEES of the
(Council or President and Board of Trustees)
VILLAGE of BOURBONNAIS, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$510,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from MAY 1, 2016
(Date)
to APRIL 30, 2017.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at OTTAWA, Illinois.

I, BRIAN SIMEUR Clerk in and for the VILLAGE
(City, Town or Village)
of BOURBONNAIS, County of KANKAKEE

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the PRESIDENT AND BOARD OF TRUSTEES at a meeting on MAY 2, 2016
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2ND day of MAY, 2016.

(SEAL) _____ VILLAGE Clerk
(City, Town or Village)

Approved

Regional Engineer
Department of Transportation

Date



**Illinois Department
of Transportation**

**Maintenance Engineering to be
Performed by a Consulting Engineer**
(to be attached to BLR 14231 or BLR 14221)

Local Agency BOURBONNAIS
Section Number 16-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program: preparation of the maintenance resolution, maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract and/or acceptance of BLR 12330 form. The maintenance expenditure statement must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. For furnishing engineering inspection the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each group shall be applied to the total final cost of that group for the items which required engineering inspection. In no case shall this be construed to include supervision of contractor operations.

SCHEDULE OF FEES

Total of the Maintenance Operation	Base Fee
<input checked="" type="checkbox"/> > \$20,000	\$1,250.00
<input type="checkbox"/> ≤ \$20,000 (Negotiated: \$1,250 Max.)	

PLUS

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	2%	NA	NA	2 - 6
IIB	3%	NA	NA	NA	NA
III	4%	4%	4%	4%	8 - 10
IV	5%	5%	6%	6%	7

By: _____ By: _____
Local Agency Official Signature Consulting Engineer Signature

VILLAGE CLERK
Title

CONSULTING ENGINEER
Title

P.E. Seal

MAY 2, 2016
Date

MAY 2, 2016
Date

11/30/17
P.E. License
Expiration Date



**Municipal Estimate of
Maintenance Costs**

Local Public Agency: VILLAGE OF BOURBONNAIS
County: KANKAKEE

Maintenance Period 5/1/2016 to 4/30/2017

Section Number: 16-00000-00-GM

Estimated Cost of Maintenance Operations

Maintenance Operation (No. Description)	Maint. Group	Insp. Req.	For Group I, IIA, IIB, or III				Est Total Operation Cost	
			Item	Unit	Quantity	Unit Price		Item Cost
MO 1:						-		
ICE CONTROL (BY VILLAGE)	I		ROCK SALT (CMS PURCHASE)	TON	476.00	84.00	39,984.00	39,984.00
MO 2:						-		
HOT MIX PATCHING (BY VILLAGE)	IIA		HOT MIX ASPHALT COURSE, MIX "C", N50	TON	100.00	65.00	6,500.00	6,500.00
MO 3:						-		
COLD MIX PATCHING (BY VILLAGE)	IIA		PREMIX PATCHING MATERIAL - COLD MIX	TON	50.00	100.00	5,000.00	5,000.00
MO 4:						-		
SIGN MATERIAL - VINYL (BY VILLAGE)	IIA		SIGN PANELS	EA.	50.00	25.00	1,250.00	3,110.00
			VINYL	ROLL	2.00	430.00	860.00	
			SIGN POSTS	EACH	50.00	20.00	1,000.00	
MO 5:						-		
PAVEMENT MARKING (BY VILLAGE)	IIA		PAVEMENT MARKING PAINT	GAL	200.00	8.00	1,600.00	1,600.00
MO 6:						-		
BASE REPAIR, CA-10 (BY VILLAGE)	IIA		AGGREGATE BASE COURSE, CA-10, 10"	TON	750.00	15.00	11,250.00	11,250.00
MO 7:						-		
STREET REPAIR (BY CONTRACTOR)	IV	Y						221,208.00
MO 8:						-		
CRACK SEALING (BY CONTRACTOR)	III	Y	CRACK ROUTING AND FILLING	POUND	51,282.00	1.95	100,000.00	100,000.00
MO 9:						-		
SPRAY PATCHING (BY CONTRACTOR)	III	Y	BIT. MATERIAL, SEAL COAT HFE-90	GAL	4,774.00	12.50	59,675.00	64,525.00
			SEAL COAT AGGREGATE (CA-16)	TON	97.00	50.00	4,850.00	
Total Estimated Maintenance Operation Cost							453,177.00	
Estimated Cost		MFT Portion	Other Funds	Preliminary Engineering		-		
Maintenance	-	-	-	Engineering Inspection		-		
Maint Eng	-	-	-	Material Testing		-		
Totals:	-	-	-	Advertising		-		
				Bridge Inspections		-		
Total Estimated Maintenance Engineering Cost							-	
Total Estimated Maintenance Cost							453,177.00	

Submitted:

Approved:

VILLAGE CLERK

Municipal Official

Title

Regional Engineer

May 2, 2016

Date

Date



Municipal Maintenance Operations

SHEET 1 OF 1

Section Number 16 - 00000 - 00 - GM
Municipality VILLAGE OF BOURBONNAIS

Street	Location		Surface			Maintenance Operation		Quantity & Unit
	From	To	Existing Type	Length	Width	No.	Description	
EDGEMERE DR	MOHAWK DR	CURWICK DR	BIT.	350'	32'	7	STREET REPAIR	1,244
HATTERAS DR	608 MATTERAS DR	625 HATTERIS DR	"	300'	32'	7	"	1,067
STONEWALL DR	774 STONEWALL DR	810 STONEWALL DR	"	240'	32'	7	"	853
STONEWALL DR	CONCORD PL	STONEWALL CT	"	450'	32'	7	"	1,600
REGENTS WAY	STRATFORD DR W	PLUM CREEK DR	"	750'	32'	7	"	2,667
CHELSEA CT	CUL-DE-SAC	SOUTH END ONLY	"	275'	32'	7	"	978
WINDSOR CT	CANTERBURY LN	END OF CUL-DE-SAC	"	640'	32'	7	"	2,276
LAKEVIEW CT	COYNE ST	END OF CUL-DE-SAC	"	700'	32'	7	"	2,489
ANDERSON ST	S. BRESEE AVE	S. CRYER AVE	"	350'	32'	7	"	1,244
			SUBTOTAL	4,055'			SUBTOTAL	14,418
VARIOUS LOCATIONS						8	CRACK SEALING	
VARIOUS LOCATIONS						9	SPRAY PATCHING	
NORTH FOREST	NORTH ST.	335' NORTH	BIT.	335'	25'	10	STREET REPAIR	935
ALLEY BEHIND EAGLE POINT	BEAUDOIN ST	475' NORTH	"	475'	15'	10	"	795
MCKNIGHT ROAD	635' WEST OF	DIMICCO	"	635'	23'	10	"	1,625
			SUBTOTAL	1,445'				3,355

Submit Four (4) copies to Regional Engineer



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

April 5, 2016

Bourbonnais

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MARCH, 2016

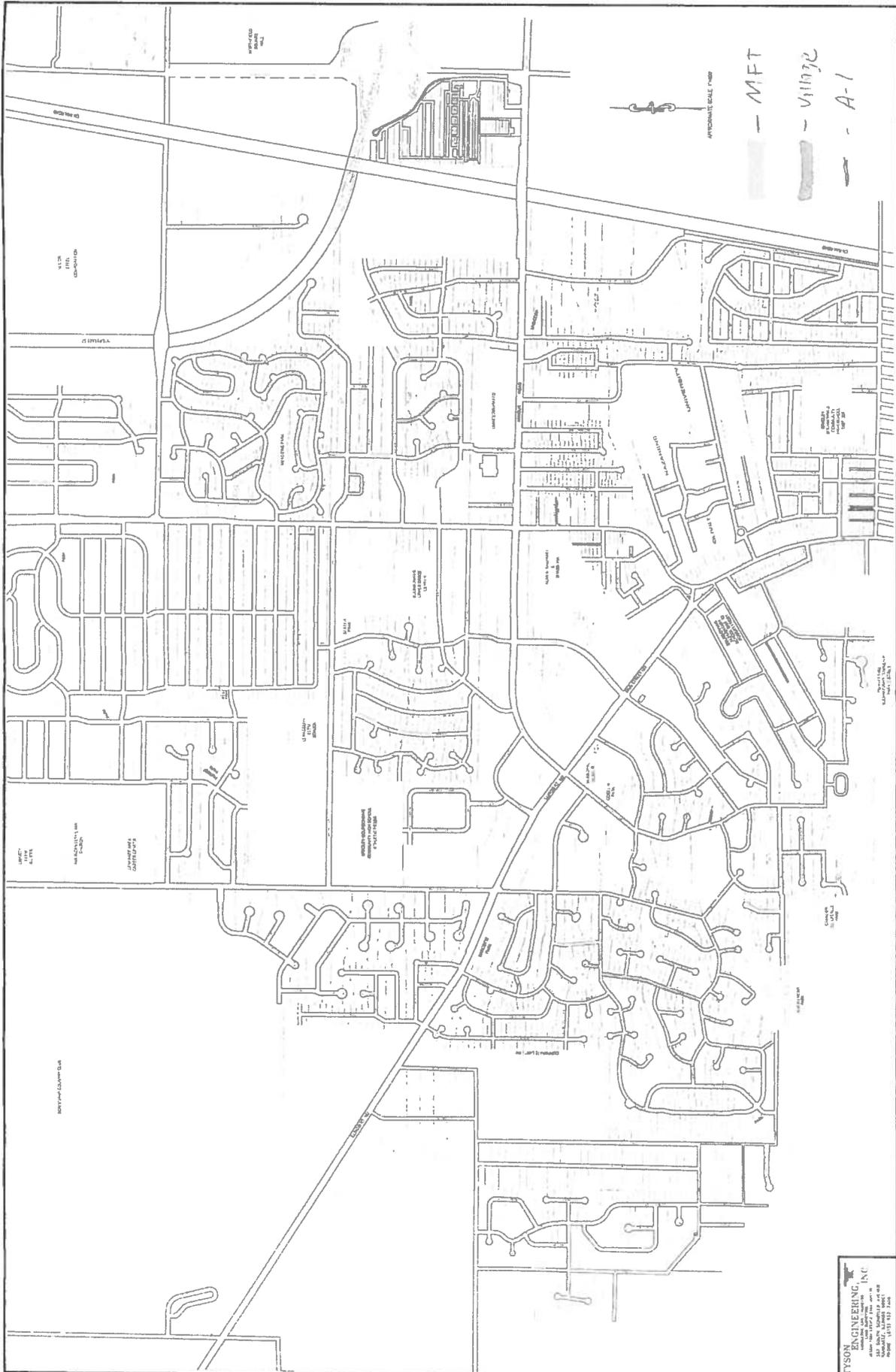
Beginning Unobligated Balance		\$482,829.33
Motor Fuel Tax Allotment	\$35,202.47	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$35,202.47
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$518,031.80

PROCESSED TRANSACTIONS:

MFT	Quantity	Unit	Price	Total
HMA	1212	Tons	\$100.00	\$121,200.00
Prime	6488	LBS	\$3.00	\$19,464.00
Surface Removal Variable Depth	6074	Sq Yd	\$6.00	\$36,444.00
Butt Joint	1400	Sq Yd	\$8.00	\$11,200.00
MH Adjustment	5	Each	\$500.00	\$2,500.00
PCC Sidewalk	640	Sq Ft	\$10.00	\$6,400.00
PCC Sidewalk Removal	640	Sq Ft	\$5.00	\$3,200.00
Curb and Gutter	240	foot	\$55.00	\$13,200.00
Curb and Gutter Removal	240	foot	\$25.00	\$6,000.00
Detectable Warning	64	Sq Ft	\$25.00	\$1,600.00
				\$221,208.00
Crack Seal				\$100,000.00
Spray Patch				\$75,000.00
Engineering				\$47,544.96
Grand Total				\$443,752.96

Village Funds				
HMA	955	Tons	\$100.00	\$95,500.00
Prime	5104	LBS	\$3.00	\$15,312.00
Surface Removal Variable Depth	4200	Sq Yd	\$6.00	\$25,200.00
Butt Joint	600	Sq Yd	\$8.00	\$4,800.00
MH Adjustment	3	Each	\$500.00	\$1,500.00
				\$142,312.00
Engineering				\$17,077.44
Total				\$159,389.44
Grand Total				\$159,389.44

11
Menly At Road



TYSON ENGINEERING, INC.
10000 W. 10th Street
Suite 100
Overland Park, KS 66211
Phone: (913) 666-1000
Fax: (913) 666-1001
E-mail: tyson@tysoneng.com

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 16-2018

**AN ORDINANCE AMENDING AN ANNEXATION AGREEMENT FOR
CERTAIN PROPERTY OWNED BY IM STEEL ON LARRY POWER ROAD**

**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.

ORDINANCE NO. 16-2018

AN ORDINANCE AMENDING AN ANNEXATION AGREEMENT FOR CERTAIN PROPERTY OWNED BY IM STEEL ON LARRY POWER ROAD

WHEREAS, there was a Petition for Annexation signed by the owner of record of the territory legally described on the attached Annexation Agreement (the "Annexation Agreement") marked as Exhibit "A" (the "Territory") attached hereto and made a part hereof has been filed with the Village of Bourbonnais, Illinois (the "Village") requesting that the Territory be annexed to the Village; and

WHEREAS, The Corporate Authorities of the Village previously approved, executed and recorded the Annexation Agreement attached as Exhibit "A"; and

WHEREAS, the owner of record has requested that certain specific amendments be made to the Annexation Agreement attached hereto as Exhibit "A"; and

WHEREAS, after negotiations between the Village and the owner of record, the owner's requested amendments were reduced to writing in a document entitled "Amendment to Annexation Agreement" which is attached hereto as Exhibit "B"; and

WHEREAS, there are no (0) electors residing on this Territory; and

WHEREAS, a public hearing was held before the Planning Commission on or about September 9, 2015, concerning the attached Exhibit "B" amendment, where the public was invited to participate; and

WHEREAS, a public hearing has been held before the corporate authorities on April 18, 2016 as required by the Illinois Municipal Code generally and specifically by 65 ILCS 5/11-15.1-3; and

WHEREAS, all legal notices required under 65 ILCS 5/7-1-1 et. seq. have been sent to all public bodies; and

WHEREAS, all petitions, notices and other legal requirements of the Illinois Municipal Code generally, including 65 ILCS 5/7-1-8, concerning amendments to annexation agreements have been met; and

WHEREAS, the Village of Bourbonnais Corporate Authorities have previously held a public hearing and having fully reviewed the Amendment to Annexation Agreement and its terms and conditions, believe it is in the best interests of the Village of Bourbonnais, Illinois that the Amendment to Annexation Agreement be approved, adopted and thereafter executed by the Village President.

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 regarding execution of this 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 President and Board of Trustees 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: The Corporate Authorities hereby find that it is in the best interests of the Village to enter into the Amendment to Annexation Agreement and therefore approve, authorize and agree to the Amendment to Annexation Agreement in the form as attached hereto as Exhibit "B". The Corporate Authorities further hereby direct and authorize the Village President and Village Clerk, and any other Village employee or appointee at their direction, to sign, execute and take any further action to complete said Amendment to Annexation Agreement in the form attached hereto.

SECTION THREE: The Village Clerk or his designee is hereby directed to record with the Recorder of Kankakee County, Illinois and to file with the Clerk of Kankakee County, Illinois certified copies of this Ordinance, the Amendment to Annexation Agreement and a Plat of Annexation of the territory to be annexed to the Village.

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 SIGNATURES TO IMMEDIATELY FOLLOW]**

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)

) SS.
COUNTY OF KANKAKEE)

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. 16-2018

AN ORDINANCE AMENDING AN ANNEXATION AGREEMENT FOR CERTAIN PROPERTY OWNED BY IM STEEL ON LARRY POWER ROAD

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 this ordinance was published in pamphlet form upon the date written on its title page, 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

EXHIBIT A

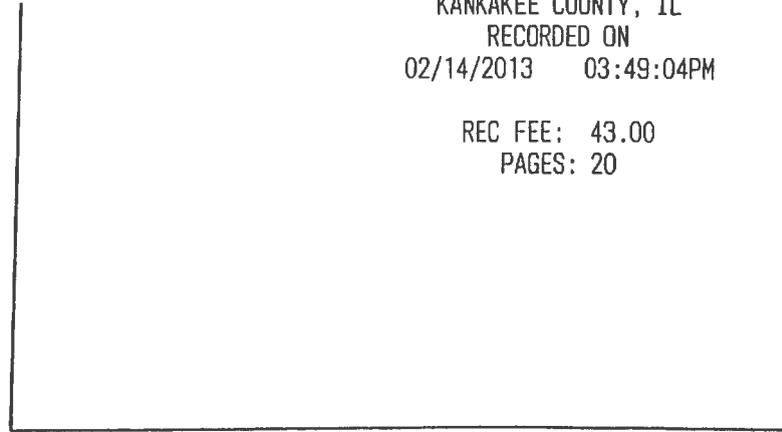
COPY OF PREVIOUSLY APPROVED ANNEXATION AGREEMENT



LORI GADBOIS
RECORDER
KANKAKEE COUNTY, IL
RECORDED ON
02/14/2013 03:49:04PM

REC FEE: 43.00
PAGES: 20

RETURN TO:
Village of Bourbonnais
700 Main Street, N.W.
Bourbonnais, IL 60194
Attention: Village Administrator



COPY

THE ABOVE SPACE FOR RECORDER'S USE

ANNEXATION AGREEMENT

This Annexation Agreement is made and entered into on this 3 day of December, 2012, between the **VILLAGE OF BOURBONNAIS**, an Illinois Municipal Corporation, hereinafter referred to as the "Village", and **IM STEEL, INC.** hereinafter referred to as "Owner" of all the property hereinafter described in Exhibit "A", a legal description, attached hereto and made a part hereof pursuant to the provisions of Division 1 of 65 ILCS 5/11-15.1, et seq.

WITNESSETH:

WHEREAS, the Owner is the Owner of record of the real property not contained within public right-of-way described in Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon, and all rights to easements, servitude and privileges appurtenant thereto, including all rights, reversionary or otherwise, in the streets, alleys and highways, which property is hereinafter referred to as the "Subject Property" or "Territory" or "Parcel" OR "Tract", legally described in Exhibit "A" attached hereto; and

WHEREAS, there are no Electors residing on the Subject Property; and

WHEREAS, the Subject Property is not within the corporate limits of any municipality and is located in unincorporated Kankakee County, Illinois; and

WHEREAS, the Subject Property is contiguous to the corporate limits of the Village; and

WHEREAS, the Owner desires to bring the Subject Property into the Village under the terms and conditions set forth herein, and, after approval of this Agreement and in accordance with the Agreement, and in furtherance thereof has filed a Petition for Annexation of the Subject Property with the Village; and

WHEREAS, Owner proposes to develop the Subject Property in accordance with the plat of zoning attached hereto and made part hereof as B-2 business district, limited retail and M-2

Manufacturing District, with a special use permit for a recycling center as limited within this agreement.

WHEREAS, upon due notice and advertisement as provided by law, the Planning Commission has held such public hearings on the aforesaid applications as are required by law, and after due deliberation thereon and the receipt of public comment with respect thereto, has made determinations and findings of fact with respect to the aforesaid application to the extent required by applicable law and the ordinances of the Village; and

WHEREAS, the Corporate Authorities of the Village having received the report of the Village Planning Staff and having given due and careful consideration of the reports and the recommendations of the Planning Commission of the Village with respect to the aforesaid applications, and in connection therewith have received and reviewed a proposed annexation agreement in substance and form substantially the same as this Agreement, and have held a public hearing on said proposed annexation agreement as required by Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq); and

WHEREAS, due notice as required by Section 1 of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1) has been sent to the election authorities having jurisdiction over the Subject Property, and no notice is required to be given to fire protection or public library districts having jurisdiction over the Subject Property because the Village does not provide fire protection or public library services; and Village to control the development of the area and serve the best interests of the Village and the People of Bourbonnais; and

WHEREAS, after due and careful consideration, the Village has concluded that the 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 the best interests of the Village and the people of Bourbonnais; and

WHEREAS, the Village has further concluded that it is in the Village's best interest to annex the Subject Property and encourage its use for the **B-2 business district, limited retail and M-2 Manufacturing District, with a special use permit for a recycling center as limited within this agreement** and on the specific parts of the Subject Property as more fully shown on the plat of zoning attached hereto and made part hereof as Exhibit "C". All said zoning districts being subject to the conditions that no apartments be constructed or utilized, and other terms of this Agreement; and

WHEREAS, all applicable laws, ordinances, codes and regulations have been adhered to in connection with the adoption of this Agreement and the proposed actions to be taken in connection with 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 directed the President and Clerk of the Village to execute this Agreement.

WHEREAS, the Subject Property upon annexation will be B-2 business district, limited retail and M-2 Manufacturing District, limited, with a special use permit for a recycling center as limited within this agreement and on the specific parts of the Subject Property as more fully shown on the attached plat of zoning. All zoning shall be subject to the conditions of this agreement requiring the prohibition on apartment construction on the Subject Property pursuant to Ordinance 00-1210, and other terms of this Agreement.

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

ARTICLE 1 – RECITALS INCORPORATED.

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

ARTICLE 2 – ANNEXATION PETITION.

The Owner has filed with the Village a duly executed Petition for Annexation conditioned upon the terms and provisions of this Agreement, which petition has been filed in accordance with the requirements of Section 5/7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) (“Petition”) and Plat of Annexation, which plat is attached hereto as Exhibit B.

ARTICLE 3 - ANNEXATION OF THE PARCEL.

Concurrently with the approval of this Agreement, the Village shall, by ordinance, annex the Parcel to the Village in accordance with applicable law, which ordinance shall attach the Plat of Annexation and shall be effective immediately upon its passage. A copy of said ordinance shall be filed in the office of the County Clerk of Kankakee County, recorded in the Kankakee County Recorder of Deeds office.

ARTICLE 4 - ZONING OF THE PARCEL.

Upon annexation of the Parcel, the Village shall promptly adopt a map amendment ordinance rezoning the Parcel to be **B-2 business district, limited retail and M-2 Manufacturing District, with a special use permit for a recycling center and scrap processing facility** as limited within this agreement and on the specific parts of the Subject Property as more fully shown on the attached plat of zoning. The Village further agrees that on the portion of the Subject Property shown as M-2 Manufacturing District, in the attached plat of zoning, the Village shall allow the Owner to operate a Recycling Center and scrap processing facility as defined herein. A “Recycling Center” shall be defined as a site or facility that accepts only segregated, non-hazardous, non-special, homogenous, non-putrescible, materials such as dry paper, glass, cans, plastics, and metals from non-industrial sources for subsequent use in the secondary materials market. Non-industrial sources for purposes of this agreement shall be defined as this agreement prohibiting any and all materials originating in or from industrial manufacturing facilities. No medical waste, vehicle recycling, oil or other liquid recycling shall be

allowed on the site. A "Scrap processing facility" means a facility which is maintained, used, or operated for the processing and preparing of scrap metals for remelting by steelmills and foundries. The recycling center and scrap processing facility shall meet or exceed all state and federal requirements concerning screening, safety and handling of materials. Automobile shredder(s) shall not be allowed on or used on the Property at any time. No bailer or shear will be allowed to be used outside of an enclosed building. No bailer or shear capable of processing over 50 tons per hour may be used anywhere on the property. The recycling center and scrap processing facility shall be completely screened by an attractive solid fence, wall or earthen berm, in any combination, on all lot lines with only such openings as are necessary for ingress or egress. Any berm used herein shall have a maintainable slope of 5 to 1. The solid exterior wall of a building shall be allowed to meet the screening requirements of a fence, wall or berm. Said fence or wall shall be maintained in a neat and orderly appearance. The fence or wall shall not contain any sign, poster or advertising matter of any kind whatsoever, excepting one sign of the Owner for the recycling center thereon not exceeding one hundred (100) square feet in size. The top of said solid wall, fence and/or berm, in any combination, shall be at least twelve (12) feet in height in all cases. Owner specifically agrees that the Village is entering into this Annexation Agreement relying upon the limitations in this paragraph.

ARTICLE 5 - SUBDIVISION OF THE PARCEL.

The Subdivision Regulations of the Village of Bourbonnais shall apply in all respects to the Parcel.

ARTICLE 6 – RESERVED

This article is reserved as Owner agrees there shall not be any new residential development or uses on the subject property.

ARTICLE 7 – EASEMENTS AND RIGHT OF WAY DEDICATIONS.

The Owner agrees to grant such easements as are shown on the Plats attached hereto, naming as grantee the Village and/or other appropriate entity designated by Village, including but not limited to the extension of storm and sanitary sewers, electric, gas, telephone, cable television, water, or other utilities, or for other improvements which may serve not only the Subject Property, but other territories in the general area. Such easements shall run with the land in perpetuity. The easements shall provide for construction, maintenance, repair and replacement of the utilities and be in a form acceptable to the Village.

ARTICLE 8 - STORM AND SANITARY SEWERS/DETENTION.

A. The Village shall be required to extend the municipal sanitary sewer to Owner's property at the point shown on the Plat of Annexation, and to allow Owner to tap into said sanitary sewer line in order to service Owner's property. Owner shall pay a tap on fee as required by Village ordinances. Owner shall thereafter be required to construct on the Subject Property, at Owner's expense, all necessary water, storm and sanitary sewer laterals and extensions to service the Subject Property upon any further or new development. All sanitary sewer pipes, not including laterals connecting the buildings to pipes, shall be dedicate to the Village upon completion and request by the Village, to be used by the Village to service this property and any other property the Village deems appropriate. Owner agrees that any and all storm and sanitary sewers, water pipes, swales, ditches, detention systems and compensatory storage shall be fully constructed and completed to Village of Bourbonnais specifications prior to the issuance of any building permit from the Village of Bourbonnais.

B. The Owner shall provide detention systems and compensatory storage for the storm water generated by any further or new development of the Subject Property in conformance with the Village's storm water management ordinances and standards. All said systems and storage shall be fully completed prior to the issuance of any building permits. The storm water drainage and detention areas shall be constructed in accordance with the reasonable requirements of the Village and the Village's consultants. Owner shall be responsible for any and all maintenance and upkeep of said improvements. Any and all wet bottom ponds/detention areas shall meet or exceed the specifications set forth by Village ordinance.

9 - UTILITIES AND IMPROVEMENTS.

A. All new private service lines including but not limited to electricity, telephone, and cable television lines shall be installed underground at Owner's sole cost and expense, the location of which underground utilities shall be approved by the Village. No existing lines nor any existing electric transmission lines shall be required to be installed underground by this agreement. A blanket easement over, under, and upon all unimproved common open space and all private streets and private common driveways and parking areas within the Subject Property for police and fire protection and for the operation, maintenance, repair, replacement, and customary servicing of all electricity and telephone lines and all sanitary sewer, storm drainage, and water main systems, and other public utilities, including cable television lines, and for any entity to which the Village should grant a franchise to use the easement associated with the Subject Property shall be provided by plat in favor of the Village and all of the involved public utility companies now or in the future receiving a Village franchise and their respective officers, employees, and agents, together with related emergency and service vehicles and equipment. PROVIDED HOWEVER that nothing herein shall in any way be construed so as to interfere with Owner's normal business operations.

ARTICLE 10- CONTRIBUTIONS, FEES AND COSTS.

A. **GENERALLY.** The Village and Owner agree that any and all fees, costs and contributions which are required by Village Ordinance(s) and or required by this

agreement shall be fully paid and contributed by Owner at the time of final plat approval unless otherwise specifically stated herein. The Village and Owner agree that all building permit fees, tap on fees, and building code requirements herein are not froze and the then current fees and codes shall prevail at the time of final plat approval. Any payment required hereafter shall be made at the then current rate at time of payment.

B. WAIVER OF RIGHT TO CONTEST- The Owner hereby waives and disclaims any and all rights it may have or hereafter acquire under which Owner, its heirs, successors and assigns may seek to avoid, reduce, condition or delay payment of contributions, costs and fees or seek refund or rebate thereof, or that would have the effect of invalidating such contributions, costs and fees or impairing the collection of said contributions, costs and fees. The Owner hereby agrees and stipulates that all contributions, costs and fees required herein are reasonably calculated to correspond to the increased usage and demands upon the Village infrastructure due to the proposed development of the Subject Property herein.

C. COVENANT NOT TO SUE. In addition to the foregoing, the Owner, their heirs, successors and assigns, hereby agree they shall not bring suit, and shall not join or become included in any proceeding, including, but not limited to a class action proceeding, that:

- i. seeks to enjoin, restrain, condition or impair the enforcement of the terms, conditions, agreements or ordinances imposing, implementing or amending the contributions, costs and fees herein;
- ii. seeks a declaration regarding validity, constitutionality or enforceability of such terms, conditions, agreements and ordinances;
- iii. seeks the mandatory approval or execution of subdivision plats or construction, building or occupancy permits without the full payment of fees by a writ of mandamus, injunction or other court ordered method;
- iv. seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to agreement, ordinance or conditions imposing, implementing or amending contributions, costs and fees herein;
- v. claims that the enforcement of terms, conditions, agreements or ordinances imposing contributions, costs and fees herein, as applied to the Owner, constitute a taking;
- vi. claims the terms, agreements, conditions or ordinances establishing, implementing or amending the contributions, costs and fees herein were not validly enacted

D. RELIANCE BY MUNICIPAL ENTITY. The Village of Bourbonnais has entered into this Annexation Agreement conditioned upon, in conjunction with and reliance upon owner's payment of the costs and fees herein.

E. SCHOOL IMPACT FEES. This article is reserved as Owner agrees there shall not be any new or expanded residential development or uses on the subject property.

F. SEWER TAP-ON FEES. The Owner shall pay sewer tap on fees as required by Village ordinance at the going rate at the time payment is being made. Said fee may be increased by the Village from time to time by Village Ordinance. Each individual unit for commercial purposes shall be individually metered and have an individual shut off.

G. RESERVED.

H. LANDSCAPE EASEMENTS. There will not be any new or expanded residential uses on the subject property and therefore no landscape easement is required hereby.

I. PARK CONTRIBUTION. This article is reserved as Owner agrees there shall not be any new or expanded residential development or uses on the subject property.

J. ROAD IMPROVEMENTS. The Village agrees to grant owner three (3) curb cuts from Owner's property for ingress and egress to and from Larry Power Road subject to the Village Engineer's review and approval. Such points of access shall be mutually agreed upon by the Village and Owner and subject to the Village Engineer's review and approval which includes but is not limited to safety and stacking issues.

Owner agrees to grant to the Village a 50 foot wide right-of-way or easement along the northerly boundary line of Owner's property for such future expansion of Larry Power Road .

K. ROADS WITHIN ANNEXATION PARCEL. Any streets and roads that are to be dedicate to or maintained by the Village in any way, within the Subject Property, shall be constructed to Village standards at the sole and exclusive cost of the Owner. Owner agrees that any and all streets, roads and driveways shall be constructed to accommodate emergency vehicles.

ARTICLE 11 - ANTI-MONOTONY CONTROLS.

This article is reserved as Owner agrees there shall not be any new or expanded residential development or uses on the subject property.

ARTICLE 12 – CONCEPT PLANS PLATS AND PERMIT APPROVALS.

Except as provided in this Agreement, any development of the Subject Property shall conform to the requirements of the Ordinances of the Village of Bourbonnais, including but not limited to the Zoning Ordinance, Subdivision Ordinance and Building Codes with appropriate site, engineering, and landscape plan reviews and approvals by Village Staff, Planning Commission and Board of Trustees and with concept plans, preliminary platting, final platting, general and final development plans reviewed and approved as required by the Ordinances of the Village of Bourbonnais. Owner agrees that no slag shall ever be used on any portion of the Subject Property that is zoned Business District zoning. The Owner and Village agree that owner may use slag in the M-2 zoned property herein as long as said use will not be used in any area where there are existing and/or current buried utility services. Both parties agree that slag use in contradiction of the terms of this agreement shall be a legitimate and valid reason for the Village to deny permits and delay plat approval until said slag use is corrected to the Village's satisfaction, including but not limited to monetary settlement of the issues.

ARTICLE 13 - DEVELOPMENT OF PARCEL.

This article is reserved as Owner agrees there shall not be any new or expanded residential development or uses on the subject property.

ARTICLE 14 - SECURITY FOR AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.

Security to be provided by Owner concerning the Parcel shall be provided prior to the commencement of any construction and shall be in accordance with the applicable Village ordinances.

ARTICLE 15 - SIGNAGE.

The Village agrees that Owner shall be allowed to place a unified advertizing or marketing sign on the lots with frontage along Larry Power Road advertizing the Owners recycling business as well as any business on the B-2 zoned lots despite any Village ordinance to the contrary. The unified advertizing or marketing sign shall be no larger than 175 square foot signage, which is based upon the total frontage owned by Owner at the time of this agreement on Larry Power Road. Additionally the unified sign shall be no taller than 35 feet. Owner agrees that at no time shall any other business or entity be allowed to advertize on said sign except the businesses on the Subject Property herein.

ARTICLE 16 - DEFENSE.

The Village and Owner agree to defend the Agreement, the annexation, the zoning against any lawsuits brought by objectors including any other governmental bodies challenging the same. In the event of a third party challenge, the Owner may elect to appear and defend litigation or tender the defense to the Village. If the Owner elects to appear and defend the Village may also

be represented by counsel. If the Owner tenders the defense to the Village, the Village and the Owner shall select an attorney by mutual agreement. The Village and the Owner will cooperate with each other in connection with the litigation. In the event the Owner is able to settle any litigation or claim and the Village refuses or withholds its consent to such settlement, the Owner's obligation under this Agreement shall be limited to the terms of the proposed settlement agreement as long as the settlement agreement does not include costs, damages or awards against the Village for which the Village will be liable, and the cost of the Village's attorneys' fees, if any, as of the date of the proposed settlement agreement.

ARTICLE 17-MUTUAL ASSISTANCE.

The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

ARTICLE 18 - BINDING EFFECT AND TERM AND COVENANTS RUNNING WITH THE LAND.

A. This Agreement is assignable and shall be binding upon and inure to the benefit of the parties hereto, successor Owner or owners of record of the Subject Property, assignees, lessees, including specifically the ultimate purchasers and users of the Subject Property (or portions thereof), and also upon any successor municipal authorities of said Village and successor municipalities, for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment.

B. This Agreement shall be recorded by the Village or owner in the office of the Recorder of Deeds of Kankakee County, Illinois, at Owner's expense.

C. The terms and conditions of this Agreement relative to granting of easements to the Village, consent to assessments, and all utilities and public improvements, and the developmental standards established herein shall constitute covenants which shall run with the land in perpetuity.

D. The terms, conditions and limitations found in Article 4, shall constitute covenants which shall run with the land in perpetuity.

ARTICLE 19 - 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
600 Main St N.W.
Bourbonnais, IL 60914

With a copy to:

Patrick T. Dunn
Village Attorney.
600 Main St N.W.
Bourbonnais, IL 60914

For the Owner:

With a copy to:

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

ARTICLE 20 - FEES AND COSTS.

A. 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 and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the Defaulting Party all expenses of such legal proceedings incurred by the party instituting such proceeding, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by such party in connection therewith.

B. The Owner agrees to reimburse the Village for reasonable attorneys' fees and planning consultants' and engineering costs incurred by the Village in connection with the annexation of the subject property or in the enforcement of any of the terms of the annexation agreement upon a default by the Owner. Such payment shall be made promptly upon receipt of a request from the Village for such reimbursement, with copies of the bills attached.

ARTICLE 21 - WARRANTIES AND REPRESENTATION.

The Owner represents and warrants to the Village that the Owner owns the Subject Property and has the legal authority to execute this binding agreement; that Owner have provided the legal description of the Subject Property set forth in this Agreement and that to the best of Owner' knowledge said legal description is accurate and correct.

ARTICLE 22 - CONTINUITY OF OBLIGATIONS.

Notwithstanding any provision of this Agreement to the contrary, the parties to this Agreement shall, at all times during the terms of this Agreement, remain liable to the other parties to this Agreement for the faithful performance of all obligations imposed upon such party by this Agreement until such time as the obligations have been fully performed or until and to the extent any party, at its sole option, has otherwise released in writing another party to this Agreement from any or all of such obligations. This Agreement shall be binding upon and inure to the benefit of the Owner, and their heirs, successors and assigns. In the event the Owner defaults in its obligations created under this agreement, the Village may enforce such obligations against the real estate owner. The Owner hereby acknowledges that the donations contained in this Agreement are made voluntarily by the Owner, and the Owner hereby waives for itself and its successors and assigns the right to contest at any time in the future the validity or the amount of the donations contained in this Agreement.

ARTICLE 23 - NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

ARTICLE 24- VILLAGE APPROVAL OR DIRECTION.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law or this Agreement, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

ARTICLE 25 - SINGULAR AND PLURAL.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

ARTICLE 26 - SECTION HEADINGS AND SUBHEADINGS.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

ARTICLE 27 - AUTHORIZATION TO EXECUTE.

The Party executing this Agreement warrants that he/she has lawful authority to execute this Agreement on behalf of Owner. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

ARTICLE 28 - 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. The parties further agree that this Agreement supersedes all prior Agreements with regard to this property.

ARTICLE 29 - COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

ARTICLE 30 - CONFLICT BETWEEN THE TEXT AND EXHIBITS.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the Exhibits to the Agreement shall control and govern.

ARTICLE 31 - 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 be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

ARTICLE 32 - 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 33 - DEDICATION AND CONSTRUCTION OF STREETS AND SIDEWALKS.

The Village shall accept the construction of the public streets, sewers and sidewalks, if any, upon the completion by the Owner of said improvements in accordance with the Village's Ordinances. Until completion of the streets and formal approval by the Village through legislative action, the Owner shall be responsible for keeping the streets free from construction debris and for repair of damage to the streets.

ARTICLE 34 - DEFINITION OF VILLAGE.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village of Bourbonnais, an Illinois Municipal Corporation unless the context clearly indicates otherwise.

ARTICLE 35 - EXECUTION OF AGREEMENT.

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

ARTICLE 36 – APPLICABLE ORDINANCES AND REGULATIONS.

Unless otherwise expressly provided in this Annexation Agreement, the Subject Property upon annexation shall be developed, constructed and maintained in accordance with any and all ordinances and regulations of the Village of Bourbonnais as amended from time to time including but not limited to the Zoning Ordinance, Subdivision Ordinance, Building Codes, BOCA Codes as adopted or amended, Property Maintenance Codes and Fire Codes.

ARTICLE 37 - GOVERNING LAW/JURISDICTION/VENUE.

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. For the purpose of jurisdiction and venue, the parties hereby acknowledge that this agreement is being executed at the offices of the Village of Bourbonnais, 700 Main Street N .W., Bourbonnais, Illinois. Any and all lawsuits, causes of action and discovery actions shall occur solely in the 21st Judicial Circuit, Kankakee County, Illinois.

[The remainder of this page is intentionally left blank, signature page to immediately follow]

VILLAGE:

**VILLAGE OF BOURBONNAIS, an Illinois
Municipal Corporation**

By: Paul Schone
Its: Village President

ATTEST:

By: 
Village Clerk

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, EXHIBITS TO
IMMEDIATELY FOLLOW]**

EXHIBIT A

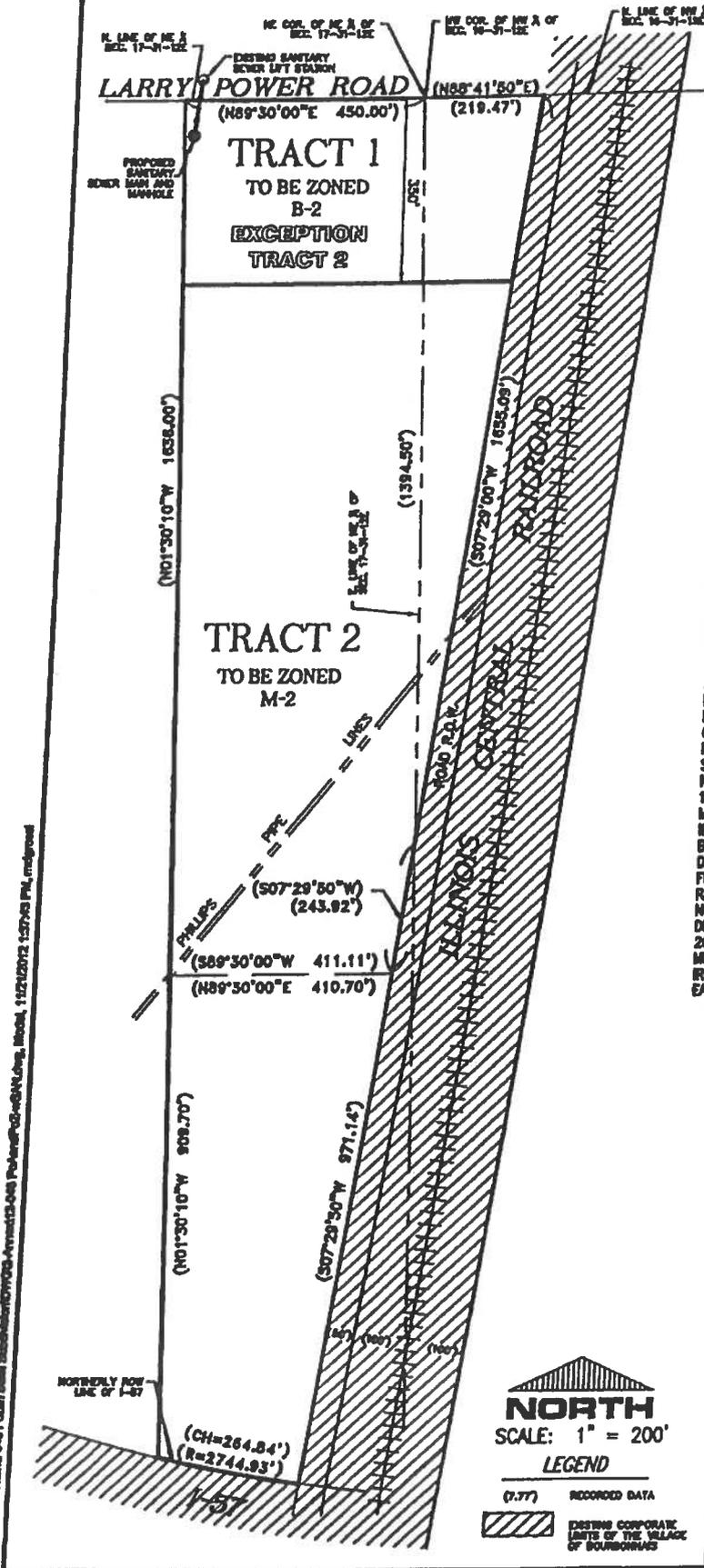
(Legal Description)

TRACT 1:
THE NORTH 350 FEET OF THE FOLLOWING DESCRIBED PROPERTY;
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST
QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY,
ILLINOIS, THENCE NORTH 88 DEGREES 41 MINUTES 50 SECONDS
EAST ALONG THE NORTH LINE OF SECTION 16 A DISTANCE OF
219.41 FEET TO A POINT; THENCE SOUTH 07 DEGREES 29
MINUTES 00 SECONDS WEST A DISTANCE OF 1655.09 FEET TO A
POINT; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS
WEST A DISTANCE OF 411.11 FEET TO A POINT; THENCE NORTH 01
DEGREES 30 MINUTES 10 SECONDS WEST A DISTANCE OF 1636.00
FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST
QUARTER OF SECTION 17, THENCE NORTH 89 DEGREES 30
MINUTES 00 SECONDS EAST A DISTANCE OF 450.00 FEET TO THE
POINT OF BEGINNING.

TRACT 2
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST
QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY,
ILLINOIS, THENCE NORTH 88 DEGREES 41 MINUTES 50 SECONDS
EAST ALONG THE NORTH LINE OF SECTION 16 A DISTANCE OF
219.41 FEET TO A POINT; THENCE SOUTH 07 DEGREES 29
MINUTES 00 SECONDS WEST A DISTANCE OF 1655.09 FEET TO A
POINT; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS
WEST A DISTANCE OF 411.11 FEET TO A POINT; THENCE NORTH 01
DEGREES 30 MINUTES 10 SECONDS WEST A DISTANCE OF 1636.00
FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST
QUARTER OF SECTION 17, THENCE NORTH 89 DEGREES 30
MINUTES 00 SECONDS EAST A DISTANCE OF 450.00 FEET TO THE
POINT OF BEGINNING; EXCEPTING THEREFROM THE NORTH 350
FEET THEREOF.

AND ALSO: A TRACT OF LAND IN THE EAST HALF OF THE
NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH,
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE
COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE
NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID
SECTION 17; THENCE SOUTH ALONG THE EAST LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF
1,394.50 FEET TO A POINT; THENCE SOUTH 07 DEGREES 29
MINUTES 50 SECONDS WEST A DISTANCE OF 243.92 FEET TO AN
IRON ROD, SAID POINT TO BE KNOWN AS THE POINT OF
BEGINNING. FROM SAID POINT OF BEGINNING; THENCE SOUTH 07
DEGREES 29 MINUTES 50 SECONDS WEST A DISTANCE OF 971.14
FEET TO AN IRON PIPE ON A CURVE TO THE RIGHT HAVING A
RADIUS OF 2,744.93 FEET, SAID POINT ALSO BEING ON THE
NORTHERLY RIGHT OF WAY LINE OF I-57; THENCE NORTH 79
DEGREES 07 MINUTES 45 SECONDS WEST A CHORD DISTANCE OF
264.84 FEET TO AN IRON ROD; THENCE NORTH 01 DEGREES 30
MINUTES 10 SECONDS WEST A DISTANCE OF 909.70 FEET TO AN
IRON ROD; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS
EAST A DISTANCE OF 410.70 FEET TO THE POINT OF BEGINNING.

PLAT OF ANNEXATION & ZONING TO THE VILLAGE OF BOURBONNAIS



LAND DESCRIPTION

TRACT 1:
THE NORTH 350 FEET OF THE FOLLOWING DESCRIBED PROPERTY; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS, THENCE NORTH 88 DEGREES 41 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SECTION 16 A DISTANCE OF 219.41 FEET TO A POINT; THENCE SOUTH 07 DEGREES 29 MINUTES 00 SECONDS WEST A DISTANCE OF 1655.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 411.11 FEET TO A POINT; THENCE NORTH 01 DEGREES 30 MINUTES 10 SECONDS WEST A DISTANCE OF 1636.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17, THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING.

TRACT 2
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS, THENCE NORTH 88 DEGREES 41 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SECTION 16 A DISTANCE OF 219.41 FEET TO A POINT; THENCE SOUTH 07 DEGREES 29 MINUTES 00 SECONDS WEST A DISTANCE OF 1655.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 411.11 FEET TO A POINT; THENCE NORTH 01 DEGREES 30 MINUTES 10 SECONDS WEST A DISTANCE OF 1636.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17, THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE NORTH 350 FEET THEREOF.

AND ALSO: A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,394.50 FEET TO A POINT; THENCE SOUTH 07 DEGREES 29 MINUTES 50 SECONDS WEST A DISTANCE OF 243.92 FEET TO AN IRON ROD, SAID POINT TO BE KNOWN AS THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING; THENCE SOUTH 07 DEGREES 29 MINUTES 50 SECONDS WEST A DISTANCE OF 971.14 FEET TO AN IRON PIPE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2,744.93 FEET, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF I-57; THENCE NORTH 79 DEGREES 07 MINUTES 45 SECONDS WEST A CHORD DISTANCE OF 264.84 FEET TO AN IRON ROD; THENCE NORTH 01 DEGREES 30 MINUTES 10 SECONDS WEST A DISTANCE OF 909.70 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 410.70 FEET TO THE POINT OF BEGINNING.



LEGEND
(7.77) RECORDED DATA
 EXISTING CORPORATE LIMITS OF THE VILLAGE OF BOURBONNAIS

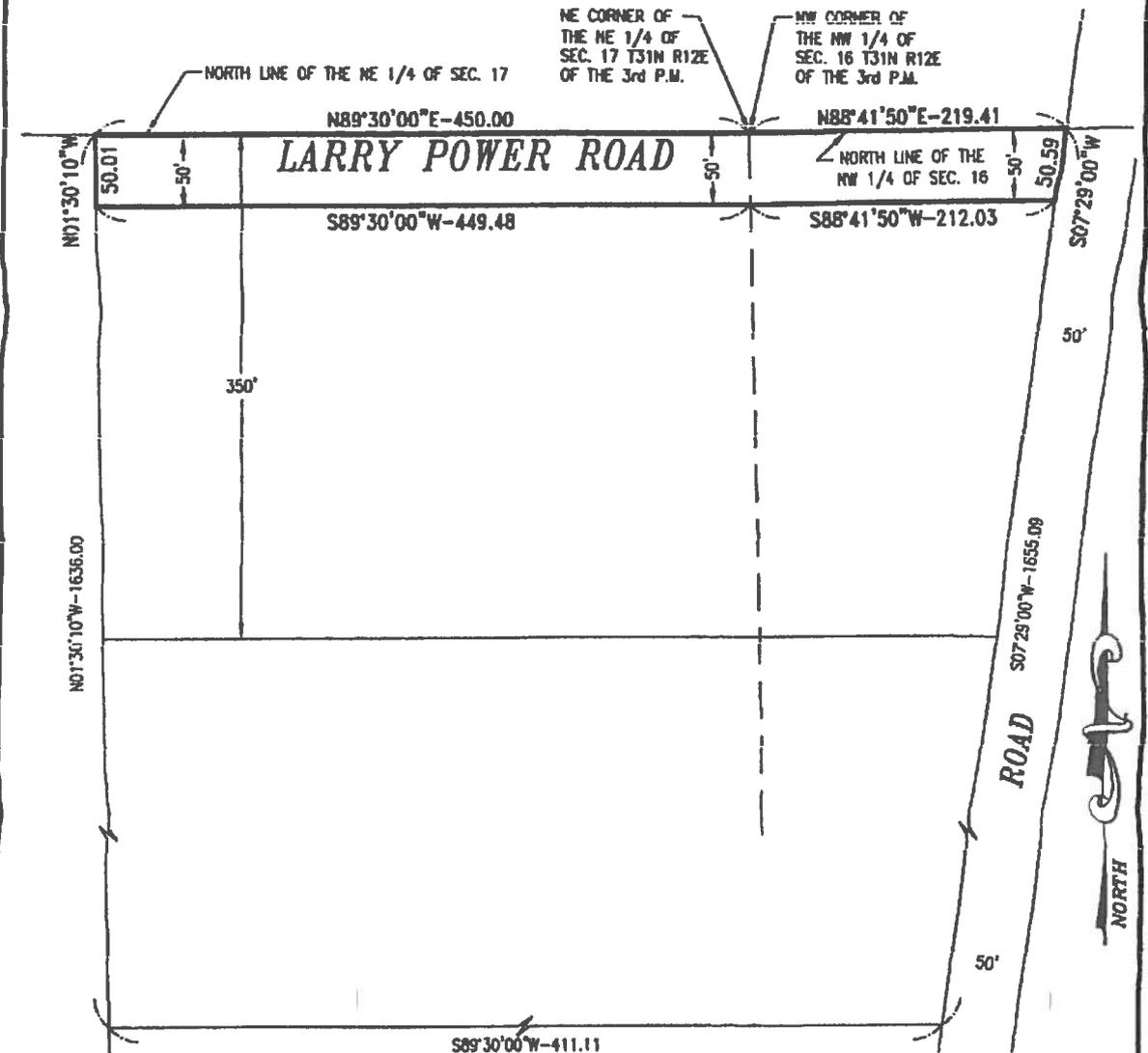
M. GINGRICH, GEREAOUX & ASSOCIATES		BRADLEY OFFICE
ENGINEERING • PLANNING • SURVEYING		Design Firm No. 094-00-000
Bradley Office 840 N. Industrial Drive Braidley, Illinois 60915 PH. 815-839-8821 FX. 815-839-8210		Marshall Office 25620 S. Gougar Pld Marshall, Illinois 60442 PH. 815-478-8880 FX. 815-478-8885
www.mgta.com		
ORDERED BY: POZAN STEEL		
JOB NO: 12-046	DR BY: MLZ	SS: - PG: -
FIELD WORK COMPLETED:	FILE:	

2019012511202120219-046 Pozan Steel 12/21/2012 12:57:03 PM, mgl/wood

Exhibit D
Plat(s) of Dedication

PLAT OF DEDICATION

SCALE 1" = 50'



SUGGESTED LEGAL DESCRIPTION

The North 50 feet of the North 350 feet of the following described property; Commencing at the Northwest corner of the Northwest Quarter of Section 16, Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois; thence North 88 degrees 41 minutes 50 seconds East along the North line of Section 16 a distance of 219.41 feet to a point; thence South 07 degrees 29 minutes 00 seconds West a distance of 1,655.09 feet to a point; thence South 89 degrees 30 minutes 00 seconds West a distance of 411.11 feet to a point; thence north 01 degrees 30 minutes 10 seconds West a distance of 1,636.00 feet to a point on the North line of the Northeast Quarter of Section 17; thence North 89 degrees 30 minutes 00 seconds East a distance of 450.00 feet to the point of beginning.

Prepared by: Tyson Engineering, Inc.
 367 S. Schuyler Avenue
 Kankakee, IL 60901
 Design Firm License #184-001136

Prepared for: VILLAGE OF BOURBONNAIS
 Date: November 29, 2012
 Job #M12040

EXHIBIT B

AMENDMENT TO ANNEXATION AGREEMENT

AMENDMENT TO ANNEXATION AGREEMENT

This **AMENDMENT TO ANNEXATION AGREEMENT** (the “Amendment”), is made and entered into this _____ day of April, 2016, A.D., by and between the **VILLAGE OF BOURBONNAIS**, an Illinois Municipal Corporation (hereinafter sometimes referred to as “Village”), and **IM STEEL, INC.**, an Illinois corporation (hereinafter sometimes referred to as “IM Steel”). The Village and IM Steel may sometimes be referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, IM Steel is the record owner of property, located in the Village of Bourbonnais, and which property is depicted and legally described on “Exhibit A” attached hereto (hereinafter “Subject Property”); and

WHEREAS, the Subject Property was annexed to the Village and is subject to the terms of an Annexation Agreement dated December 3, 2012 (“Annexation Agreement”); and

WHEREAS, in accordance with the terms of the Annexation Agreement, the Village adopted a map amendment causing a portion of the Subject Property located immediately south of Larry Power Road to be zoned “B-2 Business District, Limited Retail” (“North Parcel”) and the remainder of the Subject Property to be zoned “M-2 Manufacturing District, with a special use permit for a recycling center as limited within this agreement [Annexation Agreement]” (“South Parcel”); and

WHEREAS, Belson Steel Center Scrap, Inc. (“Belson”) operates a recycling center and scrap processing center at 1685 North Route 50 in Bradley, Illinois (“Route 50 Property”); and

WHEREAS, at the time of annexation, IM Steel and Belson intended to market and sell or lease the North Parcel and relocate Belson's recycling center and certain portions of Belson's scrap processing operations from the Route 50 Property to the South Parcel; and

WHEREAS, despite having marketed the North Parcel, IM Steel has not received any offers on the North Parcel which would create a reasonable return to off-set the cost of relocating Belson's recycling center and only certain portions of Belson's scrap processing operations; and

WHEREAS, the Subject Property remains vacant and undeveloped; and

WHEREAS, pursuant to the terms of the Annexation Agreement, certain restrictions were placed on the operation of the proposed Recycling Center and Scrap Processing Center on the South Parcel; and

WHEREAS, IM Steel and Belson have determined that it is not economically viable to relocate the recycling center and the scrap processing facility from the Route 50 Property to separate locations; and

WHEREAS, IM Steel and Belson desire to relocate IM Steel's and Belson's corporate offices on the North Parcel and construct a new recycling center and, all or a part of, the scrap processing operation on the South Parcel, including the relocation of the ferrous bailer and the ferrous shear currently operated outside on the Route 50 Property, subject to the modifications to the restrictions set forth in the Annexation Agreement which modifications are set forth in this Amendment; and

WHEREAS, the Village desires to have IM Steel and Belson relocate and construct IM Steel and Belson's corporate offices on the North Parcel and, conditioned on the relocation and construction of said corporate offices, is agreeable to allowing IM Steel and Belson to construct a new recycling center and, all or a part of, the scrap processing operation on the South Parcel

subject to the modifications to the restrictions set forth in the Annexation Agreement which modifications are set forth in this Amendment; and

WHEREAS, the Village acknowledges that this Amendment will permit orderly growth and development of an industrial use in the Village, will increase the tax base of the Village, and will be consistent with the promotion and enhancement of the health, safety and welfare of the Village; and

WHEREAS, the Village has given notice and held such public hearings on the proposed Amendment to Annexation Agreement as required by law; and

WHEREAS, the Village has, by a vote of at least two thirds of the Corporate Authorities holding office, authorized the execution of this Amendment.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, IM Steel and Village hereby agree as follows:

SECTION ONE: Incorporation of Preambles. The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Amendment. IM Steel and the Village shall fully cooperate with each other in carrying out the terms of this Amendment. All parties represent that they have full authority to enter into this Amendment pursuant to law.

SECTION TWO: Amendment of Annexation Agreement.

A. Article 4 entitled “Zoning of the Parcel” is hereby amended to delete the following provisions:

- i) “No bailer or shear will be allowed to be used outside of an enclosed building.”;
- ii) “No bailer or shear capable of processing over 50 tons per hour may be used anywhere on the property.”; and

iii) “The recycling center and scrap processing facility shall be completely screened by an attractive solid fence, wall or earthen berm, in any combination, on all lot lines with only such openings as are necessary for ingress and egress.”

B. Article 4 entitled “Zoning of the Parcel” is hereby amended to include the following provisions:

i) The operation of a bailer and shear shall be permitted on the South Parcel inside of an enclosed building in connection with the operation of the recycling center. The operation of a ferrous bailer and ferrous shear shall be permitted on the South Parcel outside of an enclosed building in connection with the operation of the scrap processing operation.

ii) No automobile shredder shall be allowed on or used on the Subject Property.

iii) The scrap piles shall be located within the area depicted on the Site Plan submitted by IM Steel and attached hereto as “Exhibit B”. The scrap piles shall not exceed 23 feet in height.

iv) The recycling center and scrap processing facility shall be screened in accordance with the Site Plan and Landscape Plan submitted by IM Steel and attached hereto as “Exhibit B”.

v) Prior to the commencement of scrap processing operations on the South Parcel, Belson shall install and locate on the South Parcel a modular industrial vacuum (a SPARCS Model _18XXL) designed to capture and remove smoke particulates produced by torch cutting of ferrous materials to standards required by applicable law (“Original Vacuum”). The Original Vacuum shall

only be replaced by a vacuum or similar equipment with fan design volumes and filter MERV ratings equal to or greater than the Original Vacuum.

SECTION THREE: Zoning and Special Use Permit. The Village affirms and acknowledges that (i) the corporate office proposed to be located on the North Parcel is a permitted use in the B-2 Business District, Limited Retail, (ii) the proposed recycling center and scrap processing facility are uses allowed in the M-2 Manufacturing District with the special use permit previously issued as amended, and (iii) the special use permit is in full force and effect and has not previously expired, lapsed or been revoked. The terms set forth in this Amendment shall be incorporated in to the terms of the special use permit by the adoption of an appropriate amendment thereto.

SECTION FOUR: Site Plan. The Site Plan and Landscape Plan prepared by Gingerich, Gereaux & Assoc., consisting of three (3) pages, attached hereto as “Exhibit B” is hereby approved. The Subject Property shall be developed in substantial conformance with the Site Plan and Landscape Plan. IM Steel and Belson shall cause the building depicted and identified as Office and Steel Facility on the Site Plan attached hereto as “Exhibit B” to be constructed prior to the date on which Belson begins processing scrap material on the South Parcel with the ferrous bailer and ferrous shear.

SECTION FIVE: Route 50 Operation. IM Steel and Belson have represented to the Village that the recycling and scrap processing operations currently conducted at the Route 50 Property will cease as such time as improvements on the Subject Property have been completed and operations are transferred from the Route 50 Property to the Subject Property. The Village recognizes that the improvement of the Subject Property and the transfer of such operations from the Route 50 Property to the Subject Property will occur over a period of time. From the date on

which Belson begins processing scrap material on the South Parcel with the ferrous bailer and ferrous shear relocated on the South Parcel from the Route 50 Property, Belson shall have six months to cease scrap processing operations at the Route 50 Property. In the event that Belson has not ceased scrap processing operations at the Route 50 Property by the end of said six (6) month period, Belson shall cease its scrap processing operation on the South Parcel until such time as the scrap processing operation at the Route 50 Property has ceased. Site clean-up at the Route 50 Property shall not be deemed to be scrap processing operations for purposes of this Section.

SECTION SIX: Impact Fee. The Village has expressed concern about the potential impact that truck traffic to and from the proposed recycling center and scrap processing facility may have on the infrastructure of the Village over and above the impacts previously anticipated in connection with the contemplated use and development of the Subject Property. IM Steel shall pay to the Village the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) per year as an impact fee to be used by the Village to offset any potential impacts on the infrastructure of the Village from the operation of the proposed recycling center and scrap processing facility. The foregoing fee shall be paid to the Village for fifteen (15) years beginning on the commencement of operations of the ferrous bailer or ferrous shear on the South Parcel, and shall continue thereafter (whether or not said bailer or shear is then operational) on the anniversary date thereof for the next successive fourteen (14) years. The impact fee may be used by the Village for any or all public purposes which the Village determines to be appropriate.

SECTION SEVEN: Compliance with Village Ordinances. Except as may be otherwise specifically set forth in this Amendment or the Annexation Agreement, all development of the

Subject Property shall proceed in accordance with all applicable ordinances, resolutions, codes and requirements of the Village, as the same may be amended or adopted from time to time. In the event of any conflict or inconsistency between the terms of this Amendment, the terms set forth in the Annexation Agreement, the special use permit previously issued pursuant to the terms of the Annexation Agreement, or any applicable Village ordinances, resolutions, codes or other requirements, the terms set forth in this Amendment shall control.

SECTION EIGHT: General Provisions

- A. Interest in Subject Property: IM Steel represents and warrants to the Village that IM Steel holds legal and/or equitable title to the Subject Property.

- B. Successors in Interest/Security for Public Improvements: This Amendment shall inure to the benefit of, and be binding upon, the successors in title of IM Steel, Belson, and their respective successor(s), grantee(s), lessee(s), and assign(s), and upon successor corporate authorities of the Village. It is understood that this Amendment, including but not limited to the obligations set forth in Section Five of this Amendment, shall run with the land and as such, shall be binding upon subsequent grantees, lessees, and successors in interest of IM Steel and, as such, this Amendment and all exhibits hereto shall be recorded with the Recorder of Deeds of Kankakee County, Illinois by the Village at the sole cost and expense of IM Steel.

- C. IM Steel's Faithful Performance. It is understood and agreed by the Parties hereto that, in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Amendment, all the obligations and responsibilities of the IM Steel, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and IM Steel shall be released from all obligations which relate to any portion of the Subject Property as may have been sold or conveyed. In the event IM Steel defaults on all or any part of this Amendment, IM Steel shall be given a thirty (30) day period to cure said default.

If IM Steel does not cure said default during the thirty (30) day cure period, the Village may take any and all steps necessary to address such default, including, but not limited to, instituting any necessary legal action.

- D. No Waiver or Relinquishment of Right to Enforce Amendment. The failure of any party to this Amendment to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's rights, to enforce any such term, covenant, agreements, or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing signed by the Village and only to the extent therein set forth.

- E. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either party and may be exercised as often as occasion therefore shall arise.

- F. Section Headings and Subheadings. All section headings or other headings in this Amendment are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

- G. IM Steel's Construction Activities. IM Steel agrees to defend and hold the Village harmless from any and all claims which may arise out of any of its construction activities on the Subject Property.

- H. Indemnification. In the event that, as a result of this Amendment, or actions taken as required hereunder, the Village is made a party defendant in any litigation, arbitration or other proceeding other than litigation, arbitration or other

proceeding between IM Steel and the Village, IM Steel agrees to defend, indemnify and hold harmless the Village, its president, trustees, officers, and agents thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom. The obligation of IM Steel hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the Village and its said officers and agents in such litigation and shall include expenses, court costs and fees; it being understood that the Village shall have the right to employ all such attorneys to represent the Village and its officers and agents in such litigation. IM Steel shall have the right to request that the Village appeal to courts of appellate jurisdiction any judgment taken against the Village or its officers or agents in this respect.

- I. Covenants to Run With Land. The covenants, agreements, indemnities and other terms and provisions contained in this Amendment touch and concern and shall be appurtenant to and shall run with the Subject Property and any portion thereof. Each and every person and entity that, from time to time, acquires any interest or estate in all or any portion of the Subject Property from IM Steel shall acquire such interest or estate subject to said covenants, agreements, indemnities and other terms and provisions and, during the period of time that he, she or it owns such interest or estate, he, she or it shall be obligated to pay and perform any and all obligations of IM Steel applicable to that portion of the Subject Property in which he, she or it holds any estate or interest, including but not limited to the obligations set forth in Section Five of this Amendment,. Such obligations shall be continuing personal obligations of IM Steel and shall constitute personal obligations of any person or entity other than IM Steel who from time to time acquires title to all or any portion of the Subject Property, solely and exclusively with respect to obligations that arise, accrue or occur during the time that such person or entity holds any interest or estate in and to such portion of the Subject Property, and otherwise rather shall run with and shall constitute a burden on the Subject Property and each portion thereof. All rights under this declaration shall

touch and concern the Subject Property and each portion thereof, and shall run with the title to the Subject Property and each portion thereof. Such rights shall be personal to each and every person or entity who, from time to time, may acquire title to any portion of the Subject Property, solely and exclusively during the time that such person or entity holds any interest or estate in and to such portion of the Subject Property.

- J. No Personal Liability of Corporate Authorities: The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Amendment in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.
- K. Notices: Notices or other writings which any party is required to or may wish to serve upon any other party in connection with this Amendment shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village:

Village of Bourbonnais
600 Main St. N.W.
Bourbonnais, Illinois 60914
Attention: Village Clerk

with a copy to:

Attorney Patrick Dunn
Law Offices of Patrick T. Dunn
200 E. Court Street – Suite 700
Kankakee, Illinois 60901

If to IM Steel:

IM Steel, Inc.
c/o Marc Pozan, President
1685 North Route 50
Bourbonnais, Illinois 60914

with a copy to:

Kenneth Carlson
Tracy, Johnson & Wilson
2801 Black Road, Second Floor
Joliet, Illinois 60435

or to such other address as any party may from time to time designate in a written notice to the other party.

- L. Amendments. This Annexation Agreement and this Amendment set forth all the promises, inducements, agreements, conditions and understandings between IM Steel and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Amendment shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. In the event such amendment applies only to a portion of the Subject Property, then only the owners of the portion of the Subject Property proposed to be affected by such amendment shall be required to consent to and execute such amendment.

- M. Invalidity of any Provision. If any provision, clause, word or designation of this Amendment is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Amendment and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

- N. Survival. The Amendments contained herein shall survive the development of the Subject Property, and shall not be merged or expunged by the development of the Subject Property or any part thereof.

- O. Effectiveness of Amendment. Notwithstanding anything in this Amendment to the contrary, this Amendment shall not be effective unless and until signed by all of the parties hereto. If this Amendment is not fully executed and delivered by both the Village and IM Steel within thirty (30) days of the date first above

written, this Amendment shall automatically become null and void and of no further force and effect (as if it had never existed).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper officers duly authorized to execute same, the day and year first above written.

Village:
VILLAGE OF BOURBONNAIS,
An Illinois Municipal Corporation
By: _____
Name: _____
Its: Village President
Dated: _____

Attest:
By: _____
Name: _____
Its: Village Clerk
Dated: _____

IM Steel, Inc.:
By: _____
Name: _____
Its: _____
Dated: _____

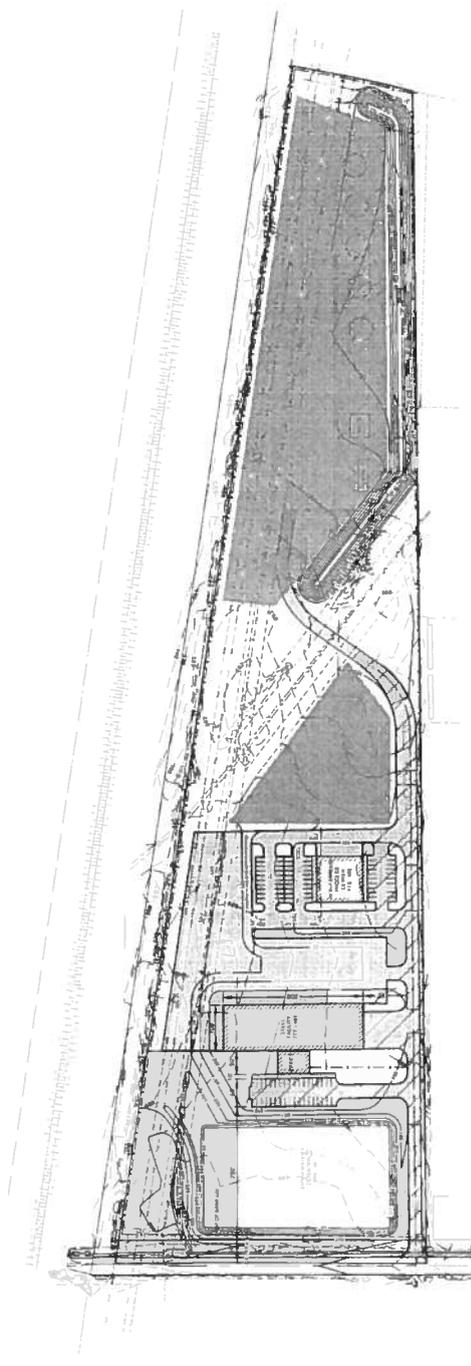
EXHIBIT A

Tract 1: Commencing at the Northwest corner of the Northwest Quarter of Section 16, Township 31 North, Range 12 East of the Third Principal Meridian in Kankakee County, Illinois; thence North 88°41'50" East along the North line of Section 16 a distance of 219.41 feet to a point; thence South 07°29'00" West a distance of 1,655.09 feet to a point; thence South 89°30'00" West a distance of 411.11 feet to a point; thence North 01°30'10" West a distance of 1,636.00 feet to a point on the North line of the Northeast Quarter of Section 17; thence North 89°30'00" East a distance of 450.00 feet to the point of beginning, containing 20.27 acres, SUBJECT TO rights-of-way for roads, drainage, and easements apparent or of record.

Tract 2: A tract of land in the East Half of the Northeast Quarter of Section 17, Township 31 North, Range 12 East of the Third Principal Meridian in Kankakee County, Illinois, described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 17; thence South along the East line of the Northeast Quarter of said Section 17 a distance of 1,394.50 feet to a point; thence South 07°29'50" West a distance of 243.92 feet to an iron rod, said point to be known as the point of beginning. From said point of beginning; thence South 07°29'50" West a distance of 971.14 feet to an iron pipe on a curve to the right having a Radius of 2,744.93 feet, said point also being on the Northerly right of way line of I-57; thence North 79°07'45" West a chord distance of 264.84 feet to an iron rod; thence North 01°30'10" West a distance of 909.70 feet to an iron rod; thence North 89°30'00" East a distance of 410.70 feet to the point of beginning, containing 7.24 acres, SUBJECT TO rights-of-way for roads, drainage, and easements apparent or of record.

Exhibit B -Page 1

SITE PLAN



~~Hot-Mix-Asphalt~~

Slag
No Pavement

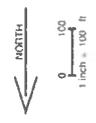
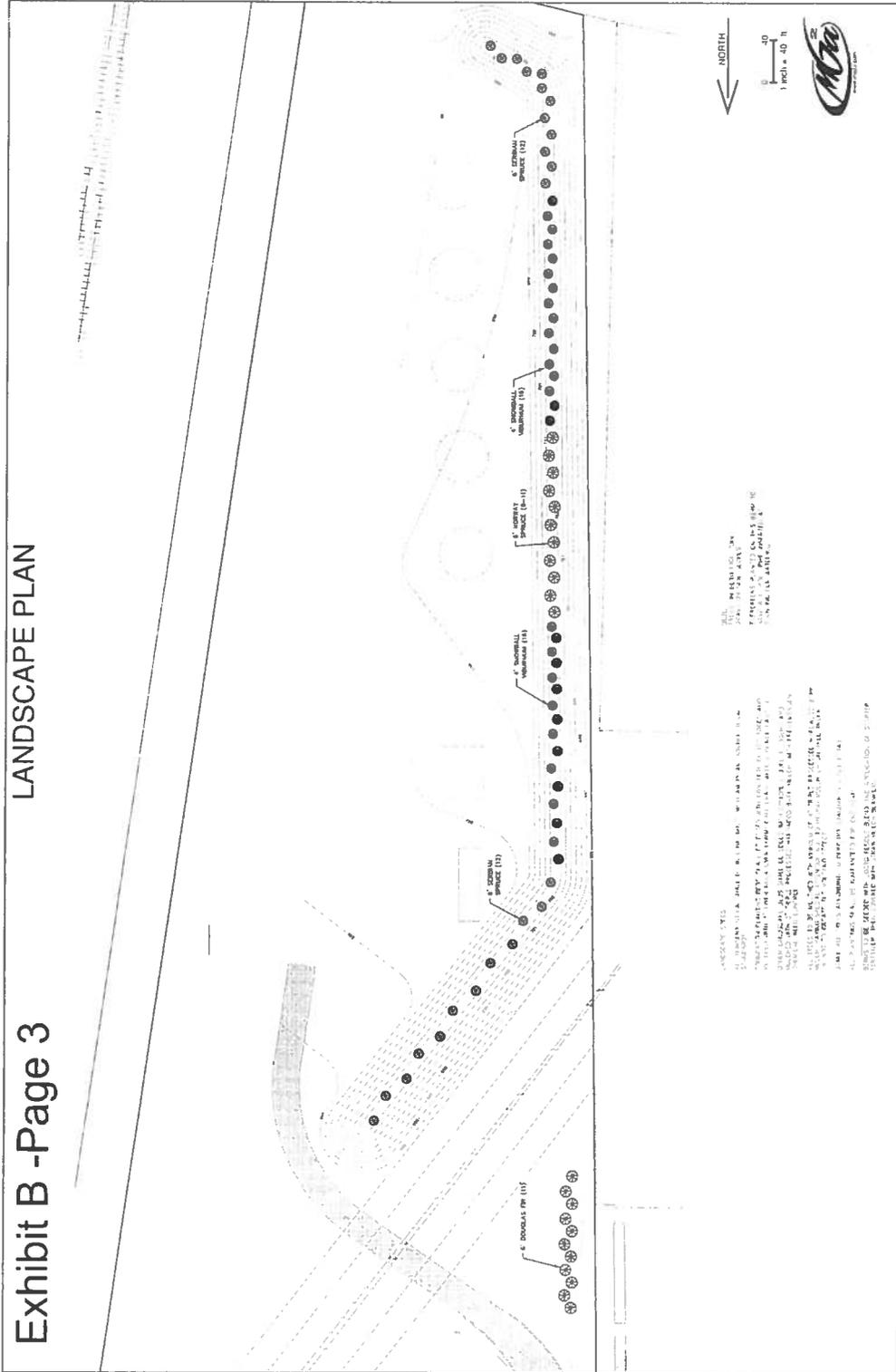


Exhibit B -Page 3

LANDSCAPE PLAN



Events Calendar

Monthly View

28 April 2016

28 April 2016						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	May
13	27	29	30	31	1	2
3	4	5	6	7	8	9
14	05:30pm Board Meeting			Submittal Deadl ...		
10	11	12	13	14	15	16
15						
17	18	19	20	21	22	23
16	05:30pm Board Meeting					
24	25	26	27	28	29	30
17				06:30pm Planning Commis ...		

Default | Holiday | Board Meetings | All Categories ..

Events Calendar

Monthly View

May 2016

4 April		May 2016					June ▶	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
1	2	3	4	5	6	7		
18	05:30pm Board Meeting			08:30am Submittal Deadl ...				
8	9	10	11	12	13	14		
19								
15	16	17	18	19	20	21		
20	05:30pm Board Meeting							
22	23	24	25	26	27	28		
21				08:30am Submittal Deadl ...				
				06:30pm Planning Commis				
				...				
29	30	31						
22	Memorial Day-Of ...		1	2	3	4		

Default | Holiday | Board Meetings | All Categories ..

VILLAGE OF BOURBONNAIS, ILLINOIS

RESOLUTION NO. 16-1243

**A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN MINUTES
FROM MEETINGS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
BOURBONNAIS**

**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 NO. 16-1243

**A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN MINUTES
FROM MEETINGS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
BOURBONNAIS**

WHEREAS, the Village of Bourbonnais, an Illinois municipal corporation, hereafter referred to as “the Village” is authorized to have closed sessions of its Corporate Authorities within the limitations set by the Open Meetings Act found at 5 ILCS 120/2 et seq.; and

WHEREAS, the Freedom of Information Act 5 ILCS 140/1 et seq., requires the Village to review its executive session minutes at least every six months; and

WHEREAS, the Village reviews the minutes from its executive sessions at least every six months to determine whether any of the minutes from said sessions may be released; and

WHEREAS, having reviewed the minutes of the closed sessions of the Corporate Authorities at a previous Village Board meeting, the Corporate Authorities hereby determine it is appropriate to authorize the release of minutes of certain meetings while keeping other minutes closed.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution are true, correct and complete, and are hereby incorporated by reference hereto and made part hereof.

Section Two: The Corporate Authorities hereby authorize the Village Clerk to release the minutes of the closed sessions that are included on the attached schedule “A”. Any and all other closed session minutes not listed on Schedule “A” and not previously released by resolution or ordinance, including but not limited to those listed on Schedule “B”, shall not be released nor opened for public inspection. The Village Clerk is hereby further authorized to dispose of any recordings of said released minutes as allowed by law.

Section Three: That this resolution 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 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 RESOLUTION

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 a resolution numbered and entitled:

RESOLUTION NO. 16-1243

A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN MINUTES FROM MEETINGS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS

a true, correct and complete copy of which resolution 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 resolution were conducted openly, that the vote on the adoption of said resolution 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

Schedule A - Minutes of previous Executive Sessions to be released:

None at this time.

Schedule B- Minutes of previous Executive Sessions to remain closed:

All closed sessions not previously released by resolution, ordinance or not specifically listed herein on schedule "A" shall remain sealed, including but not limited to:

1. November 7, 2005
2. June 18, 2007
3. October 15, 2007
4. April 21, 2008
5. October 20, 2008
6. April 20, 2009
7. October 5, 2009
8. April 5, 2010
9. October 18, 2010
10. December 9, 2010
11. April 4, 2011
12. October 3, 2011
13. April 16, 2012
14. October 15, 2012
15. April 15, 2013
16. October 21, 2013
17. March 17, 2014
18. April 21, 2014
19. October 20, 2014
20. April 6, 2015
21. May 18, 2015
22. June 1, 2015
23. June 22, 2015
24. October 19, 2015
25. November 2, 2015
26. March 7, 2016
27. April 18, 2016

Proclamation Honoring Terry Granger

Upon Being Named Principal of the Year

Proclamation No. 16-294

WHEREAS, the Corporate Authorities of the Village of Bourbonnais are pleased to recognize and honor Mr. Terry Granger for his dedicated service to his students; and for his extensive leadership to Maternity B.V.M. Grade School and Bishop McNamara High School which are part of the Village of Bourbonnais community; and

WHEREAS, Terry Granger holds a B.S. in Business Administration, an M.A. in Education Administration and has completed the Executive Leadership in Catholic Education program offered by the University of Notre Dame. He graduated from Bishop McNamara in 1976, and taught Business and Social Studies at Bishop McNamara High School from 1981 till 1994.

WHEREAS, For the past (11) eleven years he has served as Principal of Maternity B.V.M. grade school in Bourbonnais; and

WHEREAS, Terry Granger additionally serves as the principal at Bishop McNamara High School and has done so for the past four (4) years; and

WHEREAS, Terry Granger and his family live in and are residents of the Village of Bourbonnais; and

WHEREAS, Terry Granger has always exhibited strong and clear leadership in his role as principal at both Maternity B.V.M. and Bishop McNamara High School; and

WHEREAS, Terry Granger's passion for education and improving the lives of his students has been consistently shown and is an inspiration to all those who have careers in school management; and

WHEREAS, Out of approximately 52 principals in the Joliet Diocese, Terry Granger has been named Principal of the Year by officials with Lewis University, a Catholic university located in Romeoville, IL, which is part of the Joliet Diocese.

WHEREAS, the award is sponsored by the Institute for the Advancement of Catholic and Lasallian Education. Candidates must have a clear philosophy of Catholic education and provide effective faith leadership, while demonstrating a commitment to excellence that is evident through school programs.

Now Therefore Be It Resolved, that, We, the Corporate Authorities of the Village of Bourbonnais, and on behalf of the citizens of the Village of Bourbonnais, hereby recognize Terry Granger's achievements on this the 2nd day of May 2016.

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