



Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING - AGENDA -

November 16, 2015

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. **ROLL CALL:** Clerk Simeur

2. **APPROVAL OF MINUTES:** November 2, 2015

a. 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 November 16, 2015

b. Ordinance No. 15-2007 (An Ordinance Abating the Tax Heretofore Levied for the Year 2015 to Pay the Principal of and Interest on \$4,255,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2012a, of the Village of Bourbonnais, Kankakee County, Illinois). First Reading.

c. Ordinance No. 15-2008 (An Ordinance Abating the Tax Heretofore Levied for the Year 2015 to Pay the Principal of and Interest on \$1,645,000 General Obligation Refunding Bonds (Sewerage Alternate Revenue Source), Series 2012b, of the Village Of Bourbonnais, Kankakee County, Illinois). First Reading.

d. Ordinance No. 2009 (An Ordinance Levying Taxes for all Corporate Purposes for the Village Of Bourbonnais, Kankakee County, Illinois for the Fiscal Year Commencing on the First Day of May 2015 and Ending on the 30th Day Of April 2016). First Reading.

**This notice posted
this 13th day of
November 2015 in
accordance with the
Open Meetings Act.**

7. **POLICE COMMITTEE**
Trustee Bruce Greenlee, Chair
 - a. Ordinance No. 15-2006 (An Ordinance Amending Chapter 20 of the Municipal Code of the Village of Bourbonnais, Illinois regarding Chronic Nuisance Property). Second Reading.
8. **COMMUNITY & ECONOMIC DEVELOPMENT**
Trustee Vera Amiano, Chair
9. **PUBLIC WORKS COMMITTEE**
Trustee Bruce Greenlee, Chair
10. **PARKS & RECREATION COMMITTEE**
Trustee Jeff Keast, Chair
11. **FRANCHISE, LICENSE & ADMINISTRATION**
Trustee Rick Fischer, Chair
12. **ANNEXATION, BUILDING & ZONING COMMITTEE**
Trustee Rick Fischer, Chair
 - a. Ordinance No. 15-2005 (An Ordinance Authorizing a Redevelopment Agreement between the Village of Bourbonnais and Kankakee Valley Montessori). Second 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**
18. **VILLAGE ATTORNEY’S REPORT**
Patrick Dunn, Attorney
19. **VILLAGE PRESIDENT’S REPORT**

Paul Schore, Village President

a. Oath of Office for Officer Ignacio Javier Czako

20. OLD BUSINESS

21. NEW BUSINESS

22. PUBLIC COMMENTS

23. ADJOURNMENT

VILLAGE OF BOURBONNAIS

ORDINANCE NO. 15-2007

ANNUAL ABATEMENT ORDINANCE

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2015 TO
PAY THE PRINCIPAL OF AND INTEREST ON \$4,255,000 GENERAL OBLIGATION
BONDS (SALES TAX ALTERNATE REVENUE SOURCE), SERIES 2012A, OF THE
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

**ADOPTED BY THE BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS
THIS ____ DAY OF _____, 2015**

Published in pamphlet form by Authority of the Board of Trustees of the Village of Bourbonnais,
Kankakee County, Illinois, this _____ day of _____, 2015.

ORDINANCE NO. 15-2007

ANNUAL ABATEMENT ORDINANCE

ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2015 TO PAY THE PRINCIPAL OF AND INTEREST ON \$4,255,000 GENERAL OBLIGATION BONDS (SALES TAX ALTERNATE REVENUE SOURCE), SERIES 2012A, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

WHEREAS the President and Board of Trustees (the "*Board*") of the Village of Bourbonnais, Kankakee County, Illinois (the "*Village*"), by Ordinance Number 12-1913, adopted on the 20th day of August, 2012, as supplemented by a related notification of sale (collectively, the "*Ordinance*"), did provide for the issue of \$4,255,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and,

WHEREAS the Pledged Revenues (as defined in the Ordinance) have been determined by the Village Treasurer to provide an amount not less than 1.25 times debt service on the Bonds and any additional bonds payable from the Pledged Revenues, as described in the Ordinance, in the next succeeding bond year (December 1 and June 1); and,

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated; and,

Now THEREFORE be it Ordained by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2015 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with The County of Kankakee, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2015 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its passage by the Board and signing and approval by the President.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2015.

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

PAUL SCHORE, Village President

ATTEST:

BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-2007

ANNUAL ABATEMENT ORDINANCE

ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2015 TO PAY THE PRINCIPAL OF AND INTEREST ON \$4,255,000 GENERAL OBLIGATION BONDS (SALES TAX ALTERNATE REVENUE SOURCE), SERIES 2012A, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

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

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

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

(SEAL)

Village Clerk

VILLAGE OF BOURBONNAIS

ORDINANCE NO. 15-2008

ANNUAL ABATEMENT ORDINANCE

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2015
TO PAY THE PRINCIPAL OF AND INTEREST ON \$1,645,000 GENERAL
OBLIGATION REFUNDING BONDS (SEWERAGE ALTERNATE REVENUE SOURCE),
SERIES 2012B, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY,
ILLINOIS**

**ADOPTED BY THE BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS
THIS ___ DAY OF _____, 2015**

Published in pamphlet form by Authority of the Board of Trustees of the Village of Bourbonnais,
Kankakee County, Illinois, this _____ day of _____, 2015

ORDINANCE NO. 15-2008

ANNUAL ABATEMENT ORDINANCE

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2015
TO PAY THE PRINCIPAL OF AND INTEREST ON \$1,645,000 GENERAL
OBLIGATION REFUNDING BONDS (SEWERAGE ALTERNATE REVENUE
SOURCE), SERIES 2012B, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE
COUNTY, ILLINOIS**

WHEREAS the President and Board of Trustees (the "*Board*") of the Village of Bourbonnais, Kankakee County, Illinois (the "*Village*"), by Ordinance Number 12-1914, adopted on the 20th day of August, 2012, as supplemented by a related notification of sale (collectively, the "*Ordinance*"), did provide for the issue of \$1,645,000 General Obligation Refunding Bonds (Sewerage Alternate Revenue Source), Series 2012B (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and,

WHEREAS the Pledged Revenues (as defined in the Ordinance) have been determined by the Village Treasurer to provide an amount not less than 1.25 times debt service on the Bonds and any additional bonds payable from the Pledged Revenues, as described in the Ordinance, in the next succeeding bond year (December 1 and June 1); and,

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated;

Now THEREFORE be it Ordained by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2015 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with The County of Kankakee, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2015 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its passage by the Board and signing and approval by the President.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2015.

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

PAUL SCHORE, Village President

ATTEST:

BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

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

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

**ORDINANCE NO. 15-2008
ANNUAL ABATEMENT ORDINANCE**

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2015 TO PAY THE PRINCIPAL OF AND INTEREST ON \$1,645,000 GENERAL OBLIGATION REFUNDING BONDS (SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2012B, OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

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

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

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

(SEAL)

Village Clerk

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 15-2009

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY 2015 AND ENDING ON THE 30TH DAY OF APRIL 2016

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS ____ DAY OF _____, 2015.**

Published in pamphlet form by authority of the Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this ____ day of _____, 2015

ORDINANCE NO. 15-2009

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY 2015 AND ENDING ON THE 30TH DAY OF APRIL 2016

WHEREAS, the Village President and the board of Trustees of the Village of Bourbonnais, in the County of Kankakee and the State of Illinois, did on July 20, 2015 approve the annual Appropriation Ordinance for said Village for the fiscal year beginning on the first day of May 2015, as Ordinance 15-1990.

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: That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of One-Million-Five-Hundred-Thirty-Eight-Thousand-One-Hundred-Ninety- and -No-Cents (\$1,538,190.00)

Section Two: That the sum of One Million-Five-Hundred-Thirty-Eight-Thousand-One-Hundred-Ninety-and-No-Cents (\$1,538,190.00) being the total of appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the Village of Bourbonnais for all corporate purposes of the village as appropriated for the current fiscal year by the annual appropriation ordinance of the Village of Bourbonnais for the year 2016, passed by the President and the Board of Trustees of the Village at the legally convened meeting of the board on July 20, 2015, be, as shown in Exhibit A, which is attached to and considered part of this ordinance, and the same is hereby levied upon all of the taxable property in the Village of Bourbonnais subject to taxation for the current year, the specific amounts as levied for the various funds hereto named, the total of which has been ascertained and being as follows:

ITEM	HEREIN LEVIED
GENERAL FUND	349,382
CIVIL DEFENSE	25,398
IMRF	123,407
PARKS	67,402
LIABILITY INSURANCE	138,059
POLICE PROTECTION	229,231
POLICE PENSION	215,229
AUDIT	39,073
SOCIAL SECURITY	155,317
SCHOOL CROSSING GUARDS	35,817
STREET LIGHTING	123,407
WORKERS COMPENSATION	18,234
UNEMPLOYMENT INSURANCE	18,234
SUBTOTAL	1,538,190

SERVICE/SPECIAL DEBT LEVIES

ITEM	APPROPRIATION	SPECIAL LEVIES
DEBT SERVICE	0.00	0.00
SUBTOTAL	0.00	0.00

TOTAL 1,538,190

RECAPITULATION

ITEM	HEREIN LEVIED
GENERAL FUND	349,382
CIVIL DEFENSE	25,398
IMRF	123,407
PARKS	67,402
LIABILITY INSURANCE	138,059
POLICE PROTECTION	229,231
POLICE PENSION	215,229
AUDIT	39,073
SOCIAL SECURITY	155,317
SCHOOL CROSSING GUARDS	35,817
STREET LIGHTING	123,407
WORKERS COMPENSATION	18,234
UNEMPLOYMENT INSURANCE	18,234
SUBTOTAL	1,538,190

DEBTSERVICE/SPECIAL LEVIES

DEBT SERVICE	0
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TOTAL 1,538,190

Section Three: That the total amount of One-Million-Five-Hundred-Thirty-Eight-Thousand-One-Hundred-Ninety-and-No-Cents (\$1,538,190.00) ascertained above, be and is hereby levied and assessed on all property subject to taxation within the Village of Bourbonnais according to the value of said property as assessed and equalized for state and county purposes in the current year.

Section Four: This Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

Section Five: That there is hereby certified to the Kankakee County Clerk, the several sums above, constituting said total amount and the total amount of One-Million-Five-Hundred-Thirty-Eight-Thousand-One-Hundred-Ninety-and-No-Cents (\$1,538,190.00) which total amount the Village of Bourbonnais requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk of the Village is hereby ordered and directed to file with the Kankakee County Clerk on or before December 29, 2015, a certified copy of this Ordinance.

Section Six: That it is hereby found and determined that the total tax extended by the County Clerk of the County of Kankakee for Corporate and other purposes of the Village of Bourbonnais was One-Million-Four-Hundred-Eighty-Thousand-Five-Hundred-Forty-Nine-and-Thirty-Six-Cents (\$1,480,549.36) for the tax year 2014, and that the forgoing proposed levy represents an increase from 2014, including amounts levied for debt service.

Section Seven: That if any time or part of the foregoing shall, for any reason, be deemed invalid, it shall not be held to affect the validity of any other item or items or any other part of this Ordinance which would otherwise be valid.

Section Eight: This Ordinance shall become effective from and after its passage, approval and publication in pamphlet form, as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2015.

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

 PAUL SCHORE, Village President

ATTEST:

 BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-2009

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY 2015 AND ENDING ON THE 30TH DAY OF APRIL 2016

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

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

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

(SEAL)

Village Clerk

**TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE**

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE PRESIDING OFFICER OF THE Village of Bourbonnais, Kankakee County, Illinois, and as such presiding officer, I certify that the levy ordinance, a copy of which is attached hereto, was adopted pursuant to, and in all respects in compliance with the provisions of Sections 18-60 through 18-785 of the "Truth in Taxation" law.

CHECK ONE

The Taxing District published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation law.

The Taxing District's aggregate levy did not exceed a five (5) percent increase over the prior year's extension. Therefore, notice and a hearing were not necessary.

The proposed aggregate levy did not exceed a five (5) percent over the year's extension. Therefore a hearing was not held.

The adopted aggregate levy exceeded five (5) percent of the prior year's extension and a notice was published within fifteen (15) days of its adoption in accordance with the Truth in Taxation Law.

The adopted levy exceeded the amount stated in the published notice. A Second notice was published within fifteen (15) days of the adoption in accordance with the Truth in Taxation law.

Certificate applies to the 2015 levy.

Date: _____

Presiding Officer: _____

VILLAGE OF BOURBONNAIS

ORDINANCE NO. 15-2006

**AN ORDINANCE AMENDING CHAPTER 20 OF THE MUNICIPAL CODE OF THE
VILLAGE OF BOURBONNAIS, ILLINOIS REGARDING CHRONIC NUISANCE
PROPERTY**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS ____ DAY OF _____, 2015.**

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

ORDINANCE NO. 15-2006

AN ORDINANCE AMENDING CHAPTER 20 OF THE MUNICIPAL CODE OF THE VILLAGE OF BOURBONNAIS, ILLINOIS REGARDING CHRONIC NUISANCE PROPERTY

WHEREAS, The President and Board of Trustees (the “Corporate Authorities”) of the Village of Bourbonnais, Kankakee County, Illinois, an Illinois municipal corporation, (the “Village”), desire to provide minimum standards to safeguard life, health, property, property values, and public welfare concerning nuisances; and

WHEREAS, The Corporate Authorities hereby find that the Illinois Municipal Code at 65 Ill. Comp. Stat. Ann. 5/11-60-2 allows the corporate authorities of each municipality to define, prevent, and abate nuisances.

WHEREAS, The Corporate Authorities find that State of Illinois has passed a statute found at 65 ILCS 5/1-2-1.5 which limits municipal authority over certain nuisance issues; and

WHEREAS, The Corporate Authorities find that Chapter 20 should be amended to comply with the new statute; and

WHEREAS, The Corporate Authorities determine that Chapter 20, Section 20-27 of the Code of Ordinances of the Village should be amended by inserting the following underlined language and deleting the following stricken language:

Sec. 20-27. - Definitions.

Chronic nuisance property. Chronic nuisance property shall be property upon which three or more of the behaviors listed below have occurred during any 60-day period, as a result of any three separate factual events that any law enforcement agency has investigated.

- (1) Disorderly conduct as defined in 720 ILCS 5/26-1.
- (2) Unlawful use of weapons as defined in 720 ILCS 5/24-1 et seq.
- (3) Mob action as defined in 720 ILCS 5/25-1.
- (4) Discharge of a firearm as defined in 720 ILCS 5/24-1.2 and 1.5.
- (5) Gambling as defined in 720 ILCS 5/28-1.
- (6) Possession, manufacture or delivery of controlled substances as defined in 720 ILCS 570/401 et seq.
- (7) Assault or battery or any related offense as defined in 720 ILCS 5/12-1 et seq.
- (8) ~~Sexual abuse or related offenses as defined in 720 ILCS 5/12-15 et seq.~~
Hosting an underage party where alcohol is present/served, and/or illegal drugs/controlled substances are present.
- (9) Public indecency as defined in 720 ILCS 5/11-9.
- (10) Prostitution as defined in 720 ILCS 5/11-14 et seq.
- (11) Criminal damage to property as defined in 720 ILCS 5/21-1 et seq.

(12) Possession, cultivation, manufacture or delivery of cannabis as defined in 720 ILCS 550/1 et seq.

(13) Illegal consumption or possession of alcohol as defined in 235 ILCS 5/1 5/1 et seq.

(14) Violation of the Code of Ordinances of the village relative to garbage; ~~Chapter 14 The BOCA~~ and/or any adopted version of the Property Maintenance Code/1993.

Control. The ability to regulate, restrain, dominate, counteract or governor conduct that occurs on that property.

Owner. Any person, agent firm or corporation having any legal or equitable interest in the property. Owner includes, but is not limited to: (1) a mortgagee in possession in whom is vested (a) all or part of the legal title to the property; or (b) all or part of the beneficial ownership and the right to the present use and enjoyment of the premises; or (2) an occupant who can control what occurs on the property.

Permit. To suffer, allow, consent to, acquiesce by failure to prevent, or expressly ascent or agree to the doing of an act.

Person. Any natural person, association, partnership or corporation capable of owning or using property in the village.

Person in charge. Any person in actual or constructive possession of a property, including but not limited to an owner, occupant of property under his or her domain, ownership or control.

Property. Any real property, including land in that which is affixed incidental or pertinent to land, including but not limited to any premises, room, house, building, or structure or any separate part or portion thereof, whether permitted or not.

WHEREAS, The Corporate Authorities determine that Chapter 20 of the Code of Ordinances of the Village should be amended by inserting the following underlined language and deleting the following stricken language:

Sec. 20-29. - Exemptions.

Notwithstanding any other provisions within this Chapter, and consistent with the terms and conditions of 65 ILCS 5/1-2-1.5, no property shall be considered a chronic nuisance if the police investigations described arise from calls for assistance from any victim of domestic abuse or person with a disability. Additionally, no victim of domestic abuse or person with a disability shall be evicted, sanctioned or punished in any way resulting from his or her seeking public assistance or police protection relating to that abuse or condition. However, nothing herein shall prevent the enforcement of this code against an owner of the property who may be a victim of domestic abuse or be disabled, but whose victimhood or disability is unrelated to the law enforcement activity causing the property to be a chronic nuisance.

WHEREAS, the Corporate Authorities of the Village find that it is necessary, appropriate and in the best interests of the Village and its citizens to amend the above sections by repealing the language marked with a strike through and inserting the underlined language as written above.

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

SECTION ONE (Incorporation of recitals): The foregoing recitals are hereby found to be true and correct and shall be and are hereby incorporated into and made part of this Section One as though they were fully set forth in this Section One.

SECTION TWO (Amendment): Chapter 20. Section 20-27 shall hereafter be written as follows:

Sec. 20-27. - Definitions.

Chronic nuisance property. Chronic nuisance property shall be property upon which three or more of the behaviors listed below have occurred during any 60-day period, as a result of any three separate factual events that any law enforcement agency has investigated.

- (1) Disorderly conduct as defined in 720 ILCS 5/26-1.
- (2) Unlawful use of weapons as defined in 720 ILCS 5/24-1 et seq.
- (3) Mob action as defined in 720 ILCS 5/25-1.
- (4) Discharge of a firearm as defined in 720 ILCS 5/24-1.2 and 1.5.
- (5) Gambling as defined in 720 ILCS 5/28-1.
- (6) Possession, manufacture or delivery of controlled substances as defined in 720 ILCS 570/401 et seq.
- (7) Assault or battery or any related offense as defined in 720 ILCS 5/12-1 et seq.
- (8) Hosting an underage party where alcohol is present/served, and/or illegal drugs/ controlled substances are present.
- (9) Public indecency as defined in 720 ILCS 5/11-9.
- (10) Prostitution as defined in 720 ILCS 5/11-14 et seq.
- (11) Criminal damage to property as defined in 720 ILCS 5/21-1 et seq.
- (12) Possession, cultivation, manufacture or delivery of cannabis as defined in 720 ILCS 550/1 et seq.
- (13) Illegal consumption or possession of alcohol as defined in 235 ILCS 5/1 5/1 et seq.
- (14) Violation of the Code of Ordinances of the village relative to garbage; and/or any adopted version of the Property Maintenance Code.

Control. The ability to regulate, restrain, dominate, counteract or govern conduct that occurs on that property.

Owner. Any person, agent firm or corporation having any legal or equitable interest in the property. Owner includes, but is not limited to: (1) a mortgagee in possession in whom is vested (a) all or part of the legal title to the property; or (b) all or

part of the beneficial ownership and the right to the present use and enjoyment of the premises; or (2) an occupant who can control what occurs on the property.

Permit. To suffer, allow, consent to, acquiesce by failure to prevent, or expressly assent or agree to the doing of an act.

Person. Any natural person, association, partnership or corporation capable of owning or using property in the village.

Person in charge. Any person in actual or constructive possession of a property, including but not limited to an owner, occupant of property under his or her domain, ownership or control.

Property. Any real property, including land in that which is affixed incidental or pertinent to land, including but not limited to any premises, room, house, building, or structure or any separate part or portion thereof, whether permitted or not.

SECTION THREE: (Amendment): Chapter 20. Section 20-29 shall hereafter be written as follows:

Sec. 20-29. - Exemptions.

Notwithstanding any other provisions within this Chapter, and consistent with the terms and conditions of 65 ILCS 5/1-2-1.5, no property shall be considered a chronic nuisance if the police investigations described arise from calls for assistance from any victim of domestic abuse or person with a disability. Additionally, no victim of domestic abuse or person with a disability shall be evicted, sanctioned or punished in any way resulting from his or her seeking public assistance or police protection relating to that abuse or condition. However, nothing herein shall prevent the enforcement of this code against an owner of the property who may be a victim of domestic abuse or be disabled, but whose victimhood or disability is unrelated to the law enforcement activity causing the property to be a chronic nuisance.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2015.

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

PAUL SCHORE, Village President

ATTEST:

BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-2006

AN ORDINANCE AMENDING CHAPTER 20 OF THE MUNICIPAL CODE OF THE VILLAGE OF BOURBONNAIS, ILLINOIS REGARDING CHRONIC NUISANCE PROPERTY

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

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

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

(SEAL)

Village Clerk

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 15-2005

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF BOURBONNAIS AND KANKAKEE VALLEY
MONTESSORI**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNIAS
THIS ____ DAY OF _____, 2015**

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

ORDINANCE NO. 15-2005

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF BOURBONNAIS AND KANKAKEE VALLEY
MONTESSORI**

WHEREAS, the Village of Bourbonnais, Kankakee County, Illinois (the "Village") has been requested by Kankakee Valley Montessori ("Montessori"), to enter into an a Redevelopment Agreement concerning construction of a new gymnasium and Village required fire suppression systems; and

WHEREAS, the Corporate Authorities are authorized by law to enter into agreements to settle disputed claims by the Illinois Municipal Code generally and more specifically at 65 ILCS 5/8-1-1 which authorizes Corporate Authorities to control the finances of the corporation; and

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

WHEREAS, Montessori owns a school which is located within the Village; and

WHEREAS, Montessori desires to build a new gymnasium, but cannot afford to upgrade the entire school's fire suppression system all at one time; and

WHEREAS, Montessori has requested a seven year period to upgrade the entire schools' fire suppression system, but immediately having the new gymnasium meet current fire suppression requirements; and

WHEREAS, the Bourbonnais Township Fire Protection District has been consulted and has verbally informed the Building Commissioner that it has agreed that a seven year period to upgrade the entire site's fire suppression system is acceptable; and

WHEREAS, the Corporate Authorities determine it is valuable to have the gymnasium immediately improved with currently required fire suppression systems and an Agreement requiring improving the entire site, than simply allowing the site to continue without currently required fire suppression systems; and

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

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

SECTION ONE: The Corporate Authorities of the Village hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct and complete, and are hereby incorporated by reference hereto and made part hereof as if fully set forth in this Section One.

SECTION TWO: That the Village President and Clerk are hereby authorized and directed to execute a document entitled "REDEVELOPMENT AGREEMENT" by and between the Village and Montessori, in substantially the same form as is attached hereto as Exhibit "A".

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this ____ day of _____, 2015.

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

PAUL SCHORE, Village President

ATTEST:

BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-2005

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF BOURBONNAIS AND KANKAKEE VALLEY
MONTESSORI**

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

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

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

(SEAL)

Village Clerk

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

THE ABOVE SPACE FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the "Agreement"), is made and entered into this ____ day of _____, 20__, A.D., by and between the **VILLAGE OF BOURBONNAIS**, an Illinois Municipal Corporation (hereinafter sometimes referred to as "Village"), and **KANKAKEE VALLEY MONTESSORI**, an Illinois non-profit corporation (hereinafter sometimes referred to as "Montessori"). The Village and Montessori may sometimes be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Montessori is the owner of property, located in the Village of Bourbonnais, and which property is depicted on "Exhibit A" attached hereto and is legally described on "Exhibit B" attached hereto (hereinafter "Subject Property"); and

WHEREAS, the Subject Property consists of approximately 1.62 acres of land which is currently used for school and educational purposes; and

WHEREAS, Montessori desires to make improvements to the buildings and structures that are located on the above described property by tearing down and building a completely new gymnasium, while maintaining the current classroom building; and

WHEREAS, the Code of Ordinances requires in section 7-38 as follows:

Notwithstanding the provisions of the International Building Code, all structures hereinafter constructed in the Village of Bourbonnais in any B-1 or B-2 zoning district, and any building with any business use listed as a permitted use in B-1 and B-2 zoning districts that is located within any M-1 or M-2 zoning district, structurally altered or expanded such that the gross square footage of the building, inclusive of basement and mezzanine, exceeds 5,000 square feet, must have installed an approved fire suppression system in compliance with section 903 of the International Building Code, 2003 edition.

WHEREAS, none of the buildings or structures on the real property have an approved fire suppression system at this time as the building pre-dates the Village ordinance requiring one; and

WHEREAS, Montessori cannot afford to install and utilize an approved fire suppression system in both the new gymnasium and the existing classroom buildings at the same time; and

WHEREAS, Montessori is willing to install modern and approved fire suppression system in the new gymnasium building, but needs additional time to install an approved fire suppression system in the classroom building that is not being renovated or improved at this time; and

WHEREAS, pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, which permits Units of Local Government to contract with individuals, associations or

corporations in any manner not prohibited by law or by ordinance, the Village and Developer desire to enter into this Development Agreement in order to regulate certain matters pertaining to the required fire suppression sprinkling and the development of the Subject Property in the manner and upon the terms and conditions contained in this Agreement; and

WHEREAS, the Village acknowledges that this executed Development Agreement will permit orderly growth, planning and development of the Village and will promote and enhance the health, safety and welfare of the Village by getting a new safe gymnasium with a fire suppression system and setting a time frame for installation and operation of an approved fire suppression system in the classroom building.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, Montessori 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 Agreement. Montessori and the Village shall fully cooperate with each other in carrying out the terms of this Agreement. All parties represent that they have full authority to enter into this Agreement pursuant to law.

SECTION TWO: Approved Fire Suppression Systems. Montessori agrees, at its cost, to construct, install and operate an approved fire suppression system in the new gymnasium portion of the building as identified on "Exhibit C" prior to any occupancy or use of said portion of the building.

Montessori shall install an approved fire suppression system in the classroom portion of the building as identified on "Exhibit C" on or before seven (7) years from the issue date of a building permit for the improvement of the gymnasium herein.

Montessori shall not be deemed in violation of the Code of Ordinances concerning installation of an approved fire suppression system as long as it is in compliance with this agreement

SECTION THREE: Compliance with Village Ordinances – Except as may be otherwise specifically set forth in this Agreement or the annexation agreement affecting the Subject Property, all development of the Subject Property shall proceed in accordance and full compliance with all applicable ordinances, resolutions, codes and requirements of the Village, as the same may be amended or adopted from time to time

SECTION FOUR: General Provisions

- A. **Interest in Subject Property:** Montessori represents and warrants to the Village that Montessori holds legal and/or equitable title to the Subject Property, or is the contract purchaser of the Subject Property under a valid real estate purchase contract. No other entity or person currently has any ownership interest in the Subject Property or in the development as herein proposed.

- B. **Successors in Interest/Security for Public Improvements:** This Agreement shall inure to the benefit of, and be binding upon, the successors in title of Montessori, its successor(s), grantee(s), lessee(s), and assign(s), and upon successor corporate authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and as such, shall be binding upon subsequent grantees, lessees, and successors in interest of Montessori and, as such, this Agreement 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 the Montessori.

- C. **Montessori'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 Agreement, all the obligations and responsibilities of the Montessori, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the Montessori 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 Montessori defaults on all or any part of this Development Agreement, Montessori shall be given a thirty (30) day period to cure said default. If Montessori 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, including instituting fines for ordinance violations, in both the 21st Judicial Circuit Court and/or the Village's Administrative court which Montessori and its successors in interest hereby consent to the Administrative Court's authority to hear said matters.

- D. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any party to this Development Agreement 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, agreement, 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 Agreement 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. Montessori's Construction Activities. Montessori agrees to defend and hold the Village harmless from any and all claims which may arise out of any construction activities on the Subject Property, including any claims against the Village concerning or related to not having an approved fire suppression system in the entire building.
- H. Indemnification. In the event that, as a result of this Agreement, 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 the Montessori and the Village, Montessori 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 the Montessori 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. Montessori 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 Agreement 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 Montessori 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 the Montessori applicable to that portion of the Subject Property in which he, she or it holds any estate or interest. Such obligations shall be continuing personal obligations of the Montessori and shall constitute personal obligations of any person or entity other than the Montessori 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 Agreement 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 Agreement 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
Village Attorney
600 Main Street N.W.

Bourbonnais, Illinois 60914

If to Montessori:

with a copy to:

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 Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer 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 Agreement 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 Agreement 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 Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.
- N. Survival. The agreements 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. Choice of Law and Jurisdiction. 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 The Law Offices of Patrick T Dunn P. C., Kankakee, Illinois. Any legal action taken concerning this agreement, including but not limited to enforcement hereof, shall occur in the 21st judicial Circuit, Kankakee County, Illinois or in the administrative hearings allowed by the Village of Bourbonnais Code of Ordinances.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
MONTESSORI SIGNATURE PAGE TO IMMEDIATELY FOLLOW.]

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

MONTESSORI:
KANKAKEE VALLEY MONTESSORI,
An Illinois _____ Corporation
By: _____
Name: _____
Its: Village President
Dated: _____

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

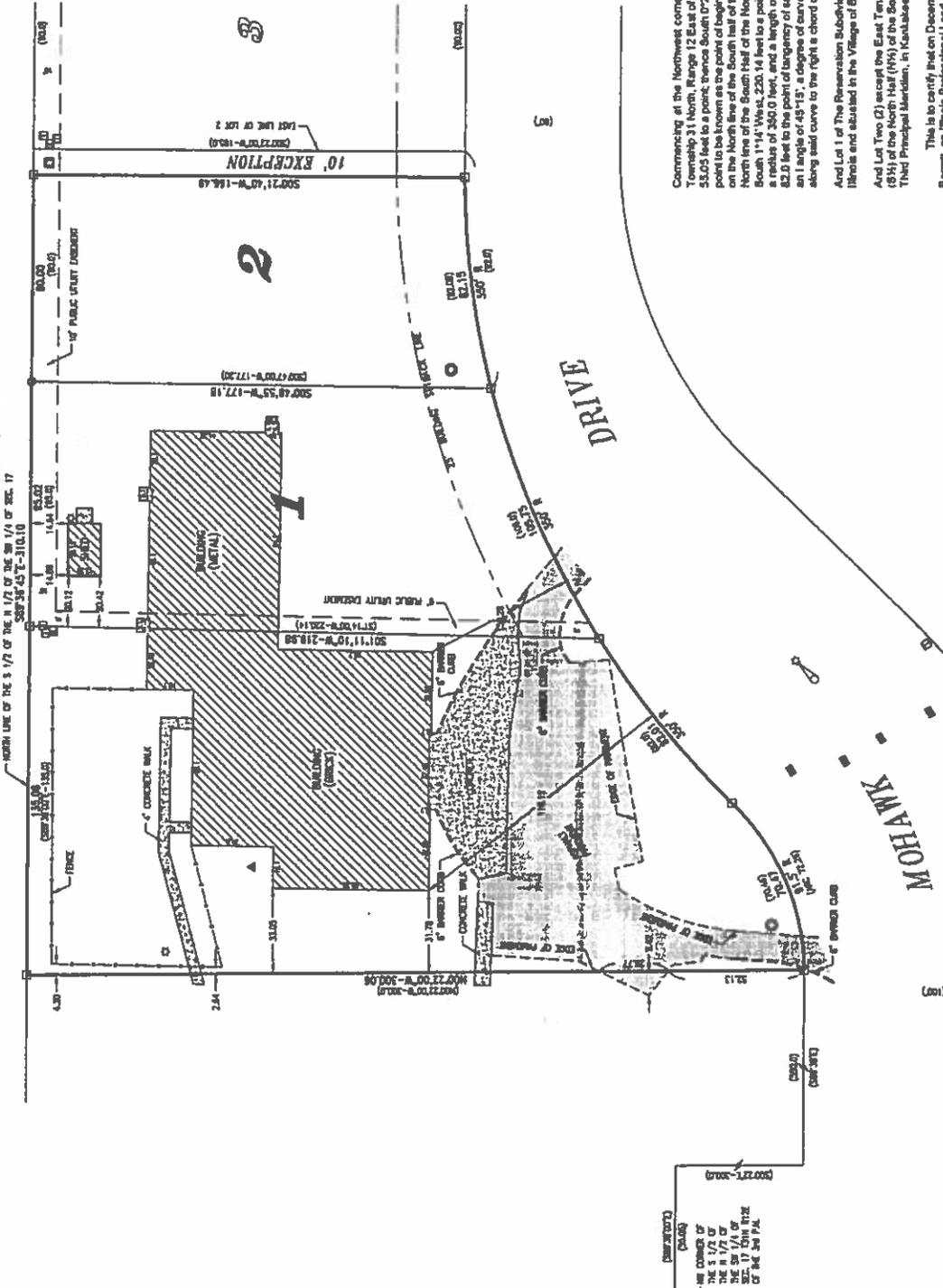
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EXHIBITS TO IMMEDIATELY FOLLOW.]

Scale 1" = 30'

PLAT OF SURVEY

165. MOHAWK DRIVE
SOUTHWEST, ILLINOIS

1/2 OF THE S 1/2 OF THE SW 1/4 OF SEC. 17
T-310.10 R-38.43



- LEGEND
- IRON PIPE RECOVERED
 - IRON ROD RECOVERED
 - (1049) RECORDED DIMENSION
 - 100.00 MEASURED DIMENSION
 - MANHOLE
 - LIGHT POLE
 - STREET LIGHT
 - TELEPHONE PEDESTAL
 - ELECTRIC PEDESTAL
 - ELECTRIC TRANSFORMER
 - STORM INLET

LEGAL DESCRIPTION

Commencing at the Northwest corner of the South Half of the North Half of the Southwest Quarter of Section 17, Township 31 North, Range 12 East of the Third Principal Meridian in Kanebake County, Illinois; thence South 89°38' East, 33.05 feet to a point; thence South 0°22' East, 300.0 feet to a point; thence South 89°38' East, 350.0 feet to a point, said point to be known as the point of beginning. From said point of beginning, thence North 0°22' West, 300.0 feet to a point on the North line of the South Half of the Southwest Quarter of Section 17, Township 31 North, Range 12 East of the Third Principal Meridian in Kanebake County, Illinois; thence North 0°22' West, 300.0 feet to a point; thence North 1°14' West, 220.14 feet to a point; thence along said curve to the left a chord distance of 457.15 feet, an angle of 45°15', a degree of curvature of 62°37', a radius of 91.5 feet, and length of curve of 72.26 feet; thence along said curve to the right a chord distance of 70.48 feet to the point of beginning.

And Lot 1 of The Reservation Subdivision as placed in record in the Office of the Recorder of Deeds, Kanebake County, Illinois and abated in the Village of Bourbonnais, County of Kanebake, and State of Illinois.

And Lot Two (2) except the East Ten (10) feet thereof, The Reservation, being a Subdivision of part of the South Half (SH) of the North Half (NH) of the Southwest Quarter (SW1/4) of Section 17, Township 31 North, Range 12 East of the Third Principal Meridian, in Kanebake County, Illinois.

This is to certify that on December 18, 2013, at the request of CARLE ARCHITECTS, Agent, I, John C. Barrett, an Illinois Professional Land Surveyor, certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey, and that this professional service conforms to the current applicable Illinois Professional Land Surveyor Association Standards. This survey does not guarantee the information. Valid only if original Surveyor's Seal is affixed.

Given under my hand and seal this 26th day of December, 2013.

John C. Barrett
John C. Barrett, Inc.
347 South Schuyler Avenue
Kanebake, IL 62901
Telephone 618-400-1138
FAX 618-400-1138
E-MAIL jcb@jcb-survey.com

NOTES:

1. This professional service conforms to the current Illinois minimum standards for a boundary survey.
2. Please check Land Description with Deed and report any discrepancies immediately.
3. Compare all points before building with Deed and report any discrepancies at once.
4. Building lines, if any, shown hereon are building lines shown on the recorded subdivision plat.
5. Consult local authorities for building lines established by local ordinance.
6. No title or easement documentation was provided by the Agent. Property lines, easements and rights-of-way shown hereon are based solely on information furnished by the agent. The Land Surveyor did not do a title search to locate any other easements or agreements of record.



TYSON ENGINEERING, INC.
247 SOUTH SCHUYLER AVENUE
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