



Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING - AGENDA -

November 2, 2015

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. **ROLL CALL:** Clerk Simeur

2. **APPROVAL OF MINUTES:** October 19, 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 2, 2015

b. Treasurer's Report

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) First 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

**This notice posted
this 30th day of
October 2015 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. 15-2005 (An Ordinance Authorizing a Redevelopment Agreement between the Village of Bourbonnais and Kankakee Valley Montessori) 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**
18. **VILLAGE ATTORNEY’S REPORT**
Patrick Dunn, Attorney
 - a. Resolution No. 15-1235 (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. Oath of Office for Officer Ignacio Javier Czako
 - b. Proclamation No. 15-289 (A Proclamation Recognizing and Honoring Maternity BVM Girls and Boys Cross Country Teams at IESA 1a State Cross Country Meet)
20. **OLD BUSINESS**
21. **NEW BUSINESS**
22. **PUBLIC COMMENTS**
23. **ADJOURNMENT**

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 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.

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 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.

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.

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: _____

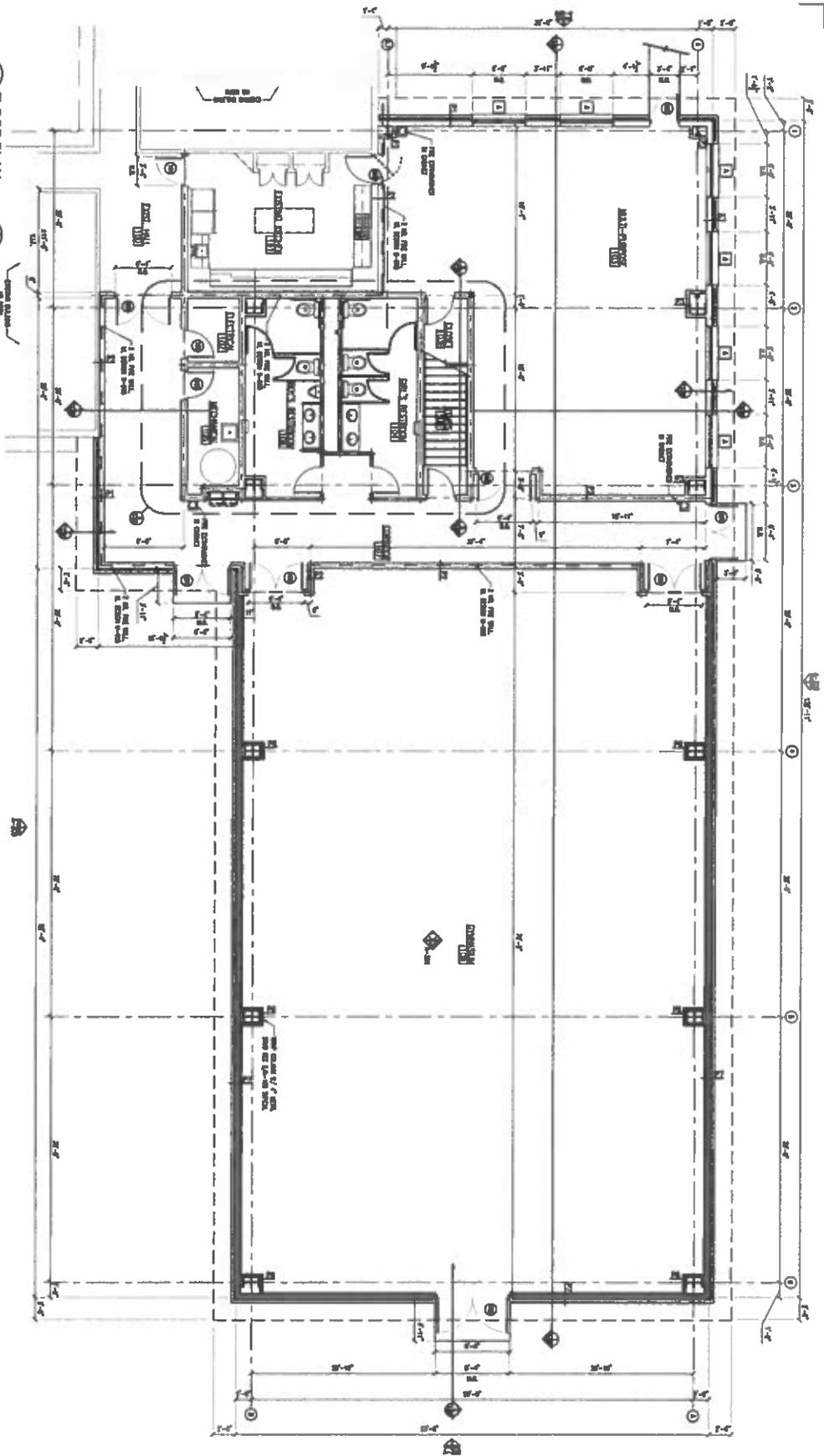
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BALNK,
MONTESSORI SIGNATURE PAGE TO IMMEDIATELY FOLLOW.]

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: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BALNK,
EXHIBITS TO IMMEDIATELY FOLLOW.]



1 FLOOR PLAN
A-100 SCALE 3/8" = 1'-0"

2 COLUMN FINISH
A-100 SCALE 1/2" = 1'-0"

3 PARTITION TYPES
A-100 SCALE 1/2" = 1'-0"

4 KEY PLAN
A-100 SCALE NTS

STANDARD NOTES

1. SEE EACH DRAWING FOR DIMENSIONS OF ALL MATERIALS AND FINISHES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
3. ALL MATERIALS AND FINISHES SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
6. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
8. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
9. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
10. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

NO.	REVISION	DATE
1	PRELIMINARY DESIGN	1/28/11
2	DESIGN DEVELOPMENT	3/28/11
3	100% DESIGN REVIEW	10/21/11
4	ISSUED FOR PERMIT	06/21/11
5	REVISION FOR PERMIT	04/13/11
6	REVISION FOR PERMIT	03/01/11

CARLILE ARCHITECTS

1511 N. Convent 700-296
Bourbonnais, IL 60914
(815) 401-0526
www.carlile-architects.com

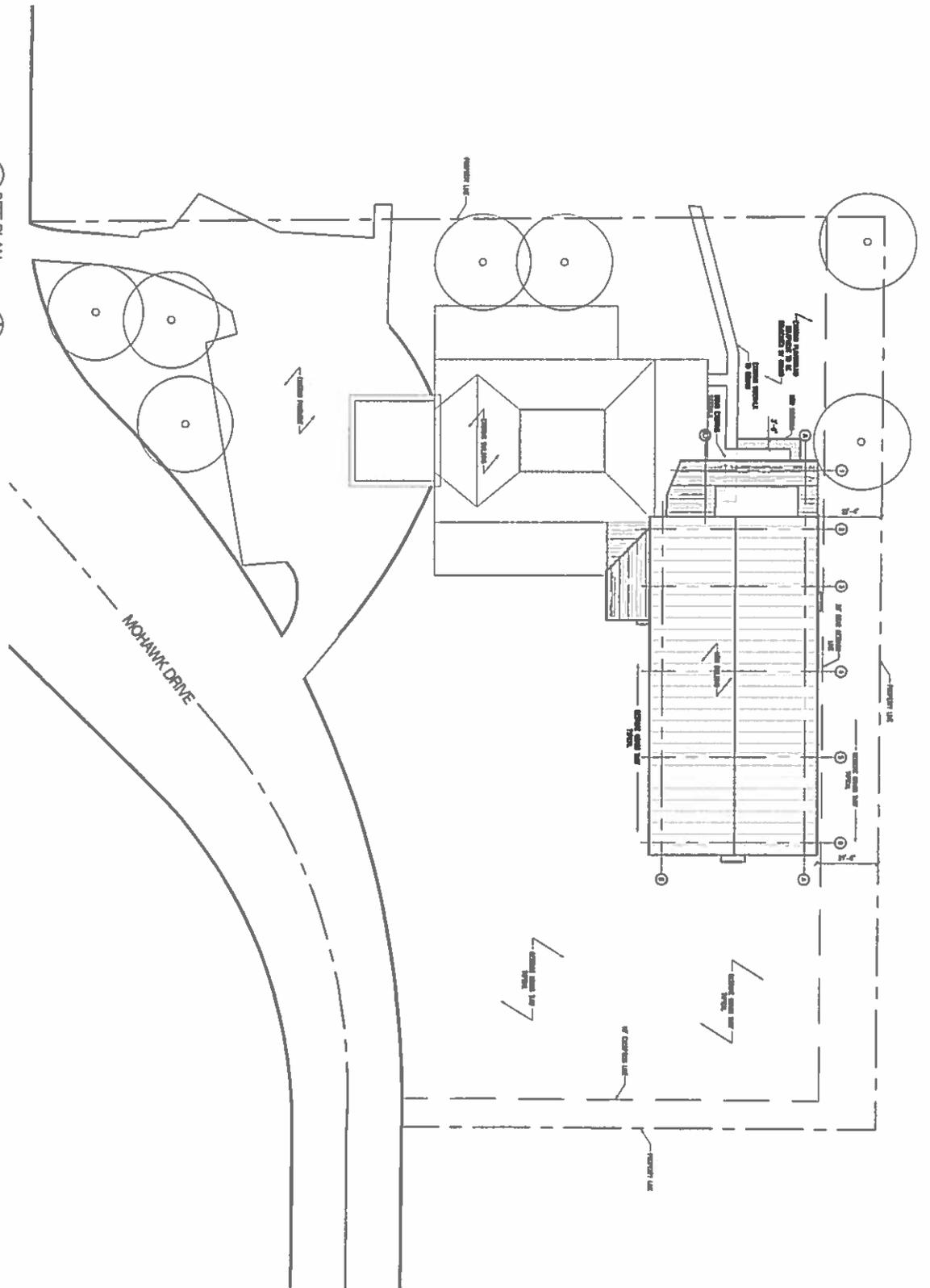
K3 Valley Montessori School
Renovations and Addition
Bourbonnais, Illinois

Floor PLAN

PROJECT SHEET
A-100

DATE: 10/21/11
DRAWN BY: J. CARLILE
CHECKED BY: J. CARLILE

1 SITE PLAN
 7/16" SCALE: 1/16" = 1'-0"
 NORTH



STANDARD NOTES

1. SEE PLAN FOR DIMENSIONS.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

NO.	REVISION	DATE
1	PROLOGIC DESIGN	1/20/11
2	DESIGN DEVELOPMENT	2/23/11
3	10% DESIGN REVIEW	1/27/11
4	ISSUED FOR PERMIT	4/21/11
5	PERMITTED FOR PERMIT	1/25/11
6		
7		
8		

CARLILE ARCHITECTS

1511 N. Convent 700-296
 Bourbonnais, IL 60914
 (815) 401-0526
 www.carlile-architects.com

K3 Valley Montessori School
 Renovations and Addition
 Bourbonnais, Illinois

PROJECT: K3 Valley Montessori School
 DATE: 1/20/11
 SHEET: A-001
 DRAWN BY: [Name]
 CHECKED BY: [Name]

VILLAGE OF BOURBONNAIS, ILLINOIS

RESOLUTION NO. 15-1235

**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 _____, 2015**

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

RESOLUTION NO. 15-1235

**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 _____, 2015 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 _____ 2015, insofar as the same relates to the adoption of a resolution numbered and entitled:

RESOLUTION NO. 15-1235

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 _____, 2015.

(SEAL)

Village Clerk

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

1. February 4, 2013
2. February 19, 2013
3. March 4, 2013

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

Proclamation No. 15-289

A PROCLAMATION RECOGNIZING AND HONORING MATERNITY BVM GIRLS AND BOYS CROSS COUNTRY TEAMS AT IESA 1A STATE CROSS COUNTRY MEET IN THE VILLAGE OF BOURBONNAIS, ILLINOIS

WHEREAS, The Village of Bourbonnais a community located in Kankakee County, Illinois, a Community that has been fortunate in having many fine educational institutions representing it; and,

WHEREAS, the Maternity BVM girls and boys cross country team attended the IESA Class 1A state cross country meet. The meet was held on October 17, 2015 in Normal, Illinois at Maxwell Park; and,

WHEREAS, the Maternity BVM girls cross country team brought home a first place win out of 24 teams. The girls scored 83 points. The 10 man team consisted of 7 runners and 3 alternates. The girls also had two all staters (meaning out of 212 runners they placed in the top 25). Toryn Provost placed 4th and Eden Rainbolt placed 15th; and,

WHEREAS, the Maternity BVM boys cross country team brought home a second place win out of 24 teams in IESA Class 1A Cross Country. The boys scored 165 points. The 10 man team consisted of 7 runners and 3 alternates. The boys also had two all staters (meaning out of 205 runners they placed in the top 25). Jacob Fritz placed 5th and Chase Provost placed 22nd; and,

WHEREAS, the girls team members: Jade Baker, Audrey Boudreau, Shelby Corbett, Addison Langelett, Anna Latham, Lilia Provost, Toryn Provost, Eden Rainbolt, Elizabeth Salerno, and Krista Surprenant were able to receive first place at the IESA State cross country meet and made the Village of Bourbonnais proud; and,

WHEREAS, the boys team members: Jacob Fritz, Grayson Gonski, Carter Heinrich, Kolton Hunt, Cal Mulder, Nathaniel Nepomuceno, Chase Provost, Colton Provost, Landon Provost, and Cole Schmidt were able to receive second place at the IESA State cross country meet and made the Village of Bourbonnais proud; and,

NOW, THEREFORE, I, Paul Schore, Mayor of the Village of Bourbonnais, Illinois, hereby proclaim November 3, 2015 as the day of recognition to honor the coaches, parents, and the Maternity BVM Girls and Boys Cross Country Teams for their excellent representation of the Bourbonnais area.

PROCLAIMED this 2nd day of November, 2015.

ATTEST:

Paul Schore, Village President

Brian Simeur, Village Clerk

PASSED and adopted this 2nd day of November, 2015