



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

**April 18, 2016**

**5:15 p.m.**

- 1. Call to Order**
- 2. Roll Call**
- 3. PUBLIC HEARING- Amendment to an Annexation Agreement recorded February 14, 2013 Between the Village of Bourbonnais and IM Steel Inc. (Belson) for real estate located on Larry Power Road, Bourbonnais, Illinois.**
- 4. Public Comments**
- 5. Adjournment**



## Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING  
- AGENDA -

April 18, 2016

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. ROLL CALL: Clerk Simeur
2. APPROVAL OF MINUTES: April 4, 2016
  - 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 April 18, 2016
7. POLICE COMMITTEE  
*Trustee Bruce Greenlee, Chair*
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*

This notice posted  
this 15<sup>th</sup> day of April  
2016 in accordance  
with the Open  
Meetings Act.

12. **ANNEXATION, BUILDING & ZONING COMMITTEE**

*Trustee Rick Fischer, Chair*

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

13. **COMMUNITY AFFAIRS & SERVICES COMMITTEE**

*Trustee Vera Amiano, Chair*

14. **UTILITY COMMITTEE**

*Trustee Jack Littrell, Jr., Chair*

15. **BUILDINGS & GROUNDS COMMITTEE**

*Trustee Randy King, Chair*

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

17. **VILLAGE ADMINISTRATOR’S REPORT**

*Michael Van Mill, Village Administrator*

18. **VILLAGE ATTORNEY’S REPORT**

*Patrick Dunn, Attorney*

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

19. **VILLAGE PRESIDENT’S REPORT**

*Paul Schore, Village President*

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

20. **OLD BUSINESS**

21. **NEW BUSINESS**

22. PUBLIC COMMENTS

23. ADJOURNMENT



**Village of Bourbonnais**  
**VILLAGE BOARD MEETING**  
**~MINUTES~**  
**April 4, 2016**

**CALL TO ORDER:** The meeting was called to order at 5:30 p.m. by Village President Paul Schore. The pledge of allegiance was led by Nicholas Andrews in Mrs. Thompson's class at Maternity BVM.

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

2. **APPROVAL OF MINUTES:**

a. **Regular Board Minutes**

Motion made by Trustee Amiano and seconded by Trustee Fischer to suspend the reading and approve the regular board meeting minutes from March 21, 2016. Motion passed on a voice vote of 6-0.

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

4. **BIDS AND QUOTES:**

a. **Sale of Police Car (2010 Ford Crown Victoria) -**

Motion made by Trustee King and seconded by Trustee Fischer to accept the high bid from Chicago Motors Inc. in the amount of \$1,607.00.

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

Motion passed on a vote of 6-0.

5. **CORRESPONDENCE:** None.

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

a. **Consideration to Approve Accounts Payable dated April 4, 2016**

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

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

Motion passed on a vote of 6-0.

b. **Treasurer's Report - February 2016**

Following a summary by Village Treasurer Riebe, a motion was made by Trustee Amiano and seconded by Trustee Keast to accept the unaudited Treasurer's Report (copy attached). Motion passed on a voice vote of 6-0.

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

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

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

Trustee Greenlee stated that Public Works will start picking up brush in the next couple of weeks.

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

Trustee Keast reported that there have been discussions about various park projects slated for this summer.

11. **FRANCHISE, LICENSE & ADMINISTRATION:** None.  
*Trustee Rick Fischer, Chair*

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

13. **COMMUNITY AFFAIRS & SERVICES COMMITTEE:**

*Trustee Vera Amiano, Chair*

Trustee Amiano said that Retired Judge Tommy Webb, the speaker at Saturday's Community Prayer Breakfast, was amazing. His story was very inspirational. Mayor Schore thanked the Prayer Breakfast committee for another excellent event this year.

14. **UTILITY COMMITTEE:**

*Trustee Jack Littrell, Jr., Chair*

Trustee Littrell said that the Briarcliff lift station pumps will be installed next week - weather permitting.

15. **BUILDINGS & GROUNDS COMMITTEE:**

*Trustee Randy King, Chair*

Trustee King reported on the following:

- Concrete work at Safety Town has been completed
- Marking for new trees is going on throughout the Village
- Some wind damage to the Admin Building's sign occurred recently
- Two interns from ONU will be starting in May to help with an inventory project

16. **COMMITTEE MEETINGS SET:**

- Wednesday, April 13, 2016 at 4:00 p.m. - Finance at the Administration Building

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

Village Administrator Van Mill introduced Dr. Scott Wakely, Bradley Bourbonnais Community High School's superintendent, who gave a presentation about what is new and exciting at the high school.

Village Administrator Van Mill also noted that the Village nominated BBCHS for an Innovation in Education award and that they were chosen as the winner by the Daily Journal.

He also reported on the following:

- Met with the Bourbonnais Township Fire Department and the Kankakee County board members that represent the Village to discuss items of interest
- Attended the State's TIF conference last week
- He will be following up with the Board and Department Heads on the strategic planning session held last Saturday

18. **VILLAGE ATTORNEY'S REPORT:** None.  
*Patrick Dunn, Attorney*

19. **VILLAGE PRESIDENT'S REPORT:**  
*Paul Schore, Village President*

a. **Proclamation No. 16-291 - A Proclamation Declaring April 2016 As Child Abuse Prevention Month**

Following the reading of said proclamation by Clerk Simeur, a motion was made by Trustee Fischer and seconded by Trustee Amiano to adopt the proclamation. Motion passed on a voice vote of 6-0.

b. **Proclamation No. 16-292 - A Proclamation Designating the Month of April as "Sexual Assault Awareness Month!" In The Village Of Bourbonnais, Illinois**

Following the reading of said proclamation by Clerk Simeur, a motion was made by Trustee Fischer and seconded by Trustee Littrell to adopt the proclamation. Motion passed on a voice vote of 6-0.

- Mayor Schore noted that a report in the local media said that there are 19 gaming machines in the Village, when in fact there are only 14.

20. **OLD BUSINESS:**

The mayor met with Bourbonnais Township Park District officials and the Village Police and he reported that cameras will be used and more patrols will be done around the Coyne Street park entrance.

21. **NEW BUSINESS:** None.

22. **PUBLIC COMMENTS:** None.

23. **ADJOURNMENT:**

A motion was made by Trustee Littrell and seconded by Trustee King to adjourn the regular board meeting. Motion passed on a voice vote of 6-0 and the meeting adjourned at 6:10 p.m.

*Respectfully Submitted by*  
**Printing Board Approval**  
\_\_\_\_\_  
*Paul Simeur, Village Clerk*

**VILLAGE OF BOURBONNAIS, ILLINOIS**

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**ORDINANCE NO. 16-2018**

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

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**ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BOURBONNAIS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016**

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

**ORDINANCE NO. 16-2018**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Trustee Amiano	Aye - _____	Nay - _____	Absent - _____
Trustee Greenlee	Aye - _____	Nay - _____	Absent - _____
Trustee Fischer	Aye - _____	Nay - _____	Absent - _____
Trustee King	Aye - _____	Nay - _____	Absent - _____
Trustee Keast	Aye - _____	Nay - _____	Absent - _____
Trustee Littrell	Aye - _____	Nay - _____	Absent - _____

TOTALS:                    AYE - \_\_\_\_\_ NAY - \_\_\_\_\_ ABSENT- \_\_\_\_\_

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PAUL SCHORE  
Village President

ATTEST:

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BRIAN SIMEUR  
Village Clerk

STATE OF ILLINOIS                    )

) SS.  
COUNTY OF KANKAKEE )

**CERTIFICATION OF ORDINANCE**

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

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, insofar as the same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. 16-2018**

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

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

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

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

(SEAL)

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

**EXHIBIT A**

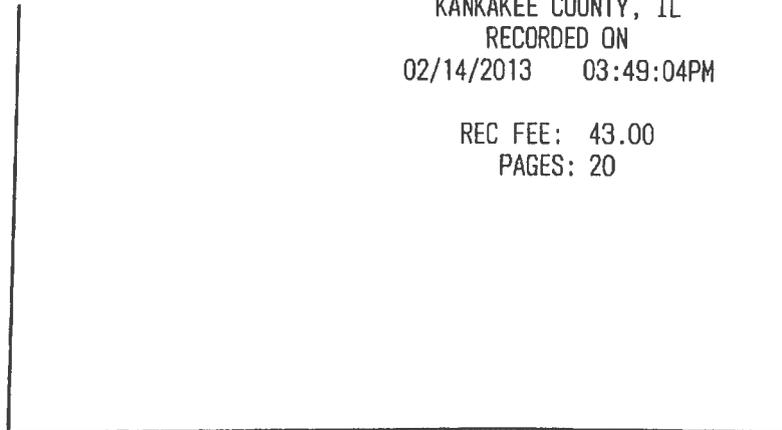
COPY OF PREVIOUSLY APPROVED ANNEXATION AGREEMENT



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

REC FEE: 43.00  
PAGES: 20

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



**COPY**

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

**ANNEXATION AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, after due and careful consideration, the Village has concluded that the annexation and development of the Subject Property upon the terms and conditions hereinafter set forth would further the growth of the Village and enable the Village to control the development of the area and serve the best interests of the Village and the people of Bourbonnais; and

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

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

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

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

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

**ARTICLE 1 – RECITALS INCORPORATED.**

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

**ARTICLE 2 – ANNEXATION PETITION.**

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

**ARTICLE 3 - ANNEXATION OF THE PARCEL.**

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

**ARTICLE 4 - ZONING OF THE PARCEL.**

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

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

#### **ARTICLE 5 - SUBDIVISION OF THE PARCEL.**

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

#### **ARTICLE 6 – RESERVED**

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

#### **ARTICLE 7 – EASEMENTS AND RIGHT OF WAY DEDICATIONS.**

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

**ARTICLE 8 - STORM AND SANITARY SEWERS/DETENTION.**

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

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

**9 – UTILITIES AND IMPROVEMENTS.**

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

**ARTICLE 10- CONTRIBUTIONS, FEES AND COSTS.**

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

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

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

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

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

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

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

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

**G. RESERVED.**

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

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

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

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

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

#### **ARTICLE 11 - ANTI-MONOTONY CONTROLS.**

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

## **ARTICLE 12 – CONCEPT PLANS PLATS AND PERMIT APPROVALS.**

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

## **ARTICLE 13 - DEVELOPMENT OF PARCEL.**

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

## **ARTICLE 14 - SECURITY FOR AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.**

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

## **ARTICLE 15 - SIGNAGE.**

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

## **ARTICLE 16 - DEFENSE.**

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

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

#### **ARTICLE 17-MUTUAL ASSISTANCE.**

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

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

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

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

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

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

**ARTICLE 19 - NOTICES.**

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

**For the Village:**

Village President  
Village of Bourbonnais  
600 Main St N.W.  
Bourbonnais, IL 60914

**With a copy to:**

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

**For the Owner:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ARTICLE 20 - FEES AND COSTS.**

A. In the event either party to this Agreement institutes legal proceedings against the other party (the "Defaulting Party") for enforcement or violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the Defaulting Party all expenses of such legal proceedings incurred by the party instituting such proceeding, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by such party in connection therewith.

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

**ARTICLE 21 - WARRANTIES AND REPRESENTATION.**

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

**ARTICLE 22 - CONTINUITY OF OBLIGATIONS.**

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

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

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

**ARTICLE 24- VILLAGE APPROVAL OR DIRECTION.**

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

**ARTICLE 25 - SINGULAR AND PLURAL.**

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

**ARTICLE 26 - SECTION HEADINGS AND SUBHEADINGS.**

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

**ARTICLE 27 - AUTHORIZATION TO EXECUTE.**

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

**ARTICLE 28 – AMENDMENT.**

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

**ARTICLE 29 - COUNTERPARTS.**

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

**ARTICLE 30 - CONFLICT BETWEEN THE TEXT AND EXHIBITS.**

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

**ARTICLE 31 - SEVERABILITY.**

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

**ARTICLE 32 - CURING DEFAULT.**

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

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

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

**ARTICLE 34 - DEFINITION OF VILLAGE.**

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

**ARTICLE 35 - EXECUTION OF AGREEMENT.**

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

**ARTICLE 36 – APPLICABLE ORDINANCES AND REGULATIONS.**

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

**ARTICLE 37 - GOVERNING LAW/JURISDICTION/VENUE.**

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

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



**VILLAGE:**

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

By: Paul Sakore  
Its: Village President

**ATTEST:**

By:   
Village Clerk

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

## EXHIBIT A

### (Legal Description)

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

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

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

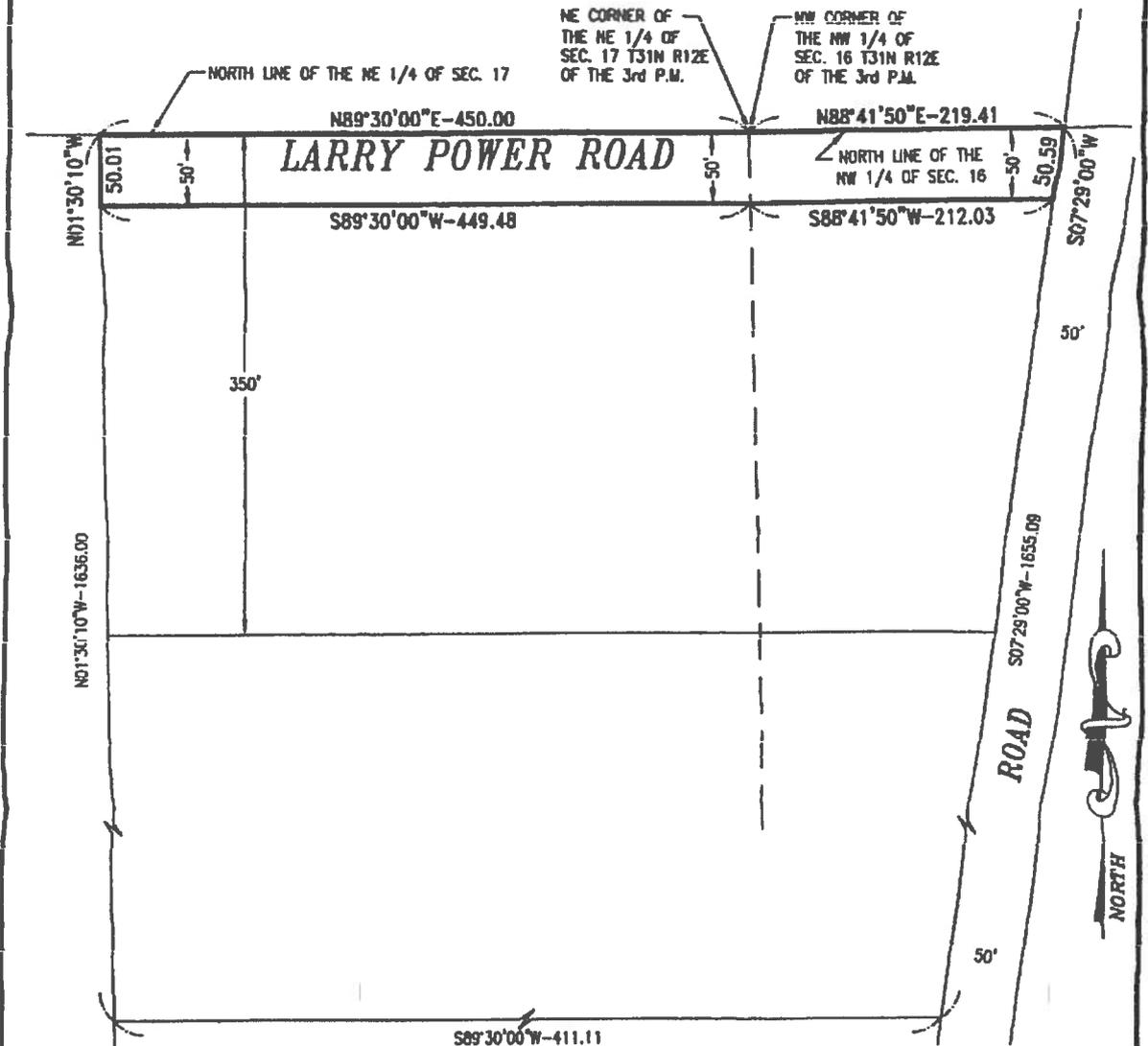




**Exhibit D**  
**Plat(s) of Dedication**

# PLAT OF DEDICATION

SCALE 1" = 50'



## SUGGESTED LEGAL DESCRIPTION

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

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

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

**EXHIBIT B**

AMENDMENT TO ANNEXATION AGREEMENT

**AMENDMENT TO ANNEXATION AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

**WHEREAS**, the Subject Property remains vacant and undeveloped; and

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

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

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

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

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

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

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

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

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

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

**SECTION TWO:** Amendment of Annexation Agreement.

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

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

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

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

- i) The operation of a bailer and shear shall be permitted on the South Parcel inside of an enclosed building in connection with the operation of the recycling center. The operation of a ferrous bailer and ferrous shear shall be permitted on the South Parcel outside of an enclosed building in connection with the operation of the scrap processing operation.
- ii) No automobile shredder shall be allowed on or used on the Subject Property.
- iii) The scrap piles shall be located within the area depicted on the Site Plan submitted by IM Steel and attached hereto as “Exhibit B”. The scrap piles shall not exceed 23 feet in height.
- iv) The recycling center and scrap processing facility shall be screened in accordance with the Site Plan and Landscape Plan submitted by IM Steel and attached hereto as “Exhibit B”.
- v) Prior to the commencement of scrap processing operations on the South Parcel, Belson shall install and locate on the South Parcel a modular industrial vacuum (a SPARCS Model \_18XXL) designed to capture and remove smoke particulates produced by torch cutting of ferrous materials to standards required by applicable law (“Original Vacuum”). The Original Vacuum shall

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

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

**SECTION FOUR: Site Plan.** The Site Plan and Landscape Plan prepared by Gingerich, Gereaux & Assoc., consisting of three (3) pages, attached hereto as “Exhibit B” is hereby approved. The Subject Property shall be developed in substantial conformance with the Site Plan and Landscape Plan.

**SECTION FIVE: Route 50 Operation.** IM Steel and Belson have represented to the Village that the recycling and scrap processing operations currently conducted at the Route 50 Property will cease as such time as improvements on the Subject Property have been completed and operations are transferred from the Route 50 Property to the Subject Property. The Village recognizes that the improvement of the Subject Property and the transfer of such operations from the Route 50 Property to the Subject Property will occur over a period of time. From the date on which Belson begins processing scrap material on the South Parcel with the ferrous bailer and ferrous shear relocated on the South Parcel from the Route 50 Property, Belson shall have six months to cease scrap processing operations at the Route 50 Property. In the event that Belson

has not ceased scrap processing operations at the Route 50 Property by the end of said six (6) month period, Belson shall cease its scrap processing operation on the South Parcel until such time as the scrap processing operation at the Route 50 Property has ceased. Site clean-up at the Route 50 Property shall not be deemed to be scrap processing operations for purposes of this Section.

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

**SECTION SEVEN: Compliance with Village Ordinances.** Except as may be otherwise specifically set forth in this Amendment or the Annexation Agreement, all development of the Subject Property shall proceed in accordance with all applicable ordinances, resolutions, codes and requirements of the Village, as the same may be amended or adopted from time to time. In the event of any conflict or inconsistency between the terms of this Amendment, the terms set

forth in the Annexation Agreement, the special use permit previously issued pursuant to the terms of the Annexation Agreement, or any applicable Village ordinances, resolutions, codes or other requirements, the terms set forth in this Amendment shall control.

**SECTION EIGHT:** General Provisions

- A. Interest in Subject Property: IM Steel represents and warrants to the Village that IM Steel holds legal and/or equitable title to the Subject Property.
  
- B. Successors in Interest/Security for Public Improvements: This Amendment shall inure to the benefit of, and be binding upon, the successors in title of IM Steel, Belson, and their respective successor(s), grantee(s), lessee(s), and assign(s), and upon successor corporate authorities of the Village. It is understood that this Amendment, including but not limited to the obligations set forth in Section Five of this Amendment, shall run with the land and as such, shall be binding upon subsequent grantees, lessees, and successors in interest of IM Steel and, as such, this Amendment and all exhibits hereto shall be recorded with the Recorder of Deeds of Kankakee County, Illinois by the Village at the sole cost and expense of IM Steel.
  
- C. IM Steel's Faithful Performance. It is understood and agreed by the Parties hereto that, in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Amendment, all the obligations and responsibilities of the IM Steel, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and IM Steel shall be released from all obligations which relate to any portion of the Subject Property as may have been sold or conveyed. In the event IM Steel defaults on all or any part of this Amendment, IM Steel shall be given a thirty (30) day period to cure said default. If IM Steel does not cure said default during the thirty (30) day cure period, the Village may take any and all steps necessary to address such default, including, but not limited to, instituting any necessary legal action.

- D. No Waiver or Relinquishment of Right to Enforce Amendment. The failure of any party to this Amendment to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's rights, to enforce any such term, covenant, agreements, or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing signed by the Village and only to the extent therein set forth.
- E. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either party and may be exercised as often as occasion therefore shall arise.
- F. Section Headings and Subheadings. All section headings or other headings in this Amendment are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.
- G. IM Steel's Construction Activities. IM Steel agrees to defend and hold the Village harmless from any and all claims which may arise out of any of its construction activities on the Subject Property.
- H. Indemnification. In the event that, as a result of this Amendment, or actions taken as required hereunder, the Village is made a party defendant in any litigation, arbitration or other proceeding other than litigation, arbitration or other proceeding between IM Steel and the Village, IM Steel agrees to defend, indemnify and hold harmless the Village, its president, trustees, officers, and agents thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising

therefrom. The obligation of IM Steel hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the Village and its said officers and agents in such litigation and shall include expenses, court costs and fees; it being understood that the Village shall have the right to employ all such attorneys to represent the Village and its officers and agents in such litigation. IM Steel shall have the right to request that the Village appeal to courts of appellate jurisdiction any judgment taken against the Village or its officers or agents in this respect.

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

the time that such person or entity holds any interest or estate in and to such portion of the Subject Property.

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

***If to the Village:***

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

***with a copy to:***

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

***If to IM Steel:***

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

***with a copy to:***

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

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

- L. Amendments. This Annexation Agreement and this Amendment set forth all the promises, inducements, agreements, conditions and understandings between IM Steel and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Amendment shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. In the event such amendment applies only to a portion of the Subject Property, then only the owners of the portion of the Subject Property proposed to be affected by such amendment shall be required to consent to and execute such amendment.
- M. Invalidity of any Provision. If any provision, clause, word or designation of this Amendment is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Amendment and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.
- N. Survival. The Amendments contained herein shall survive the development of the Subject Property, and shall not be merged or expunged by the development of the Subject Property or any part thereof.
- O. Effectiveness of Amendment. Notwithstanding anything in this Amendment to the contrary, this Amendment shall not be effective unless and until signed by all of the parties hereto. If this Amendment is not fully executed and delivered by both the Village and IM Steel within thirty (30) days of the date first above written, this Amendment shall automatically become null and void and of no further force and effect (as if it had never existed).

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

**Village:**  
**VILLAGE OF BOURBONNAIS,**  
An Illinois Municipal Corporation  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Village President  
Dated: \_\_\_\_\_

*Attest:*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Village Clerk  
Dated: \_\_\_\_\_

**IM Steel, Inc.:**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

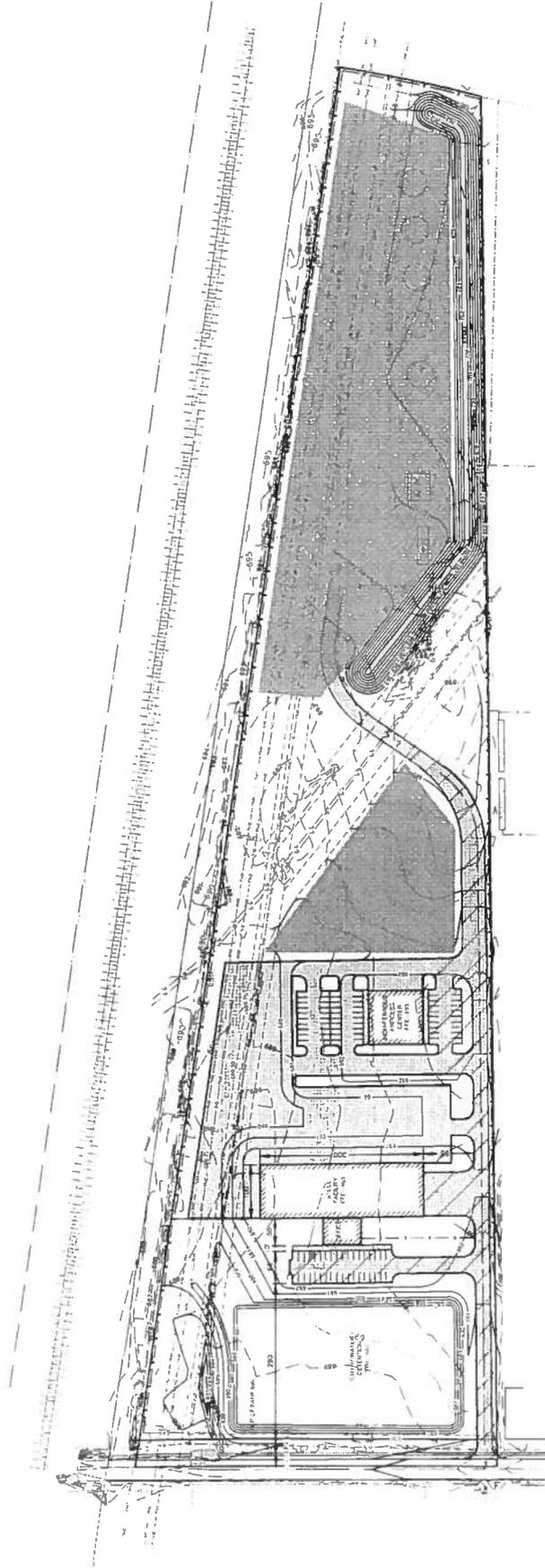
## EXHIBIT A

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

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

# Exhibit B - Page 1

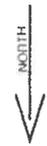
# SITE PLAN



~~Hot-Mix-Asphalt~~

Slag

No Pavement

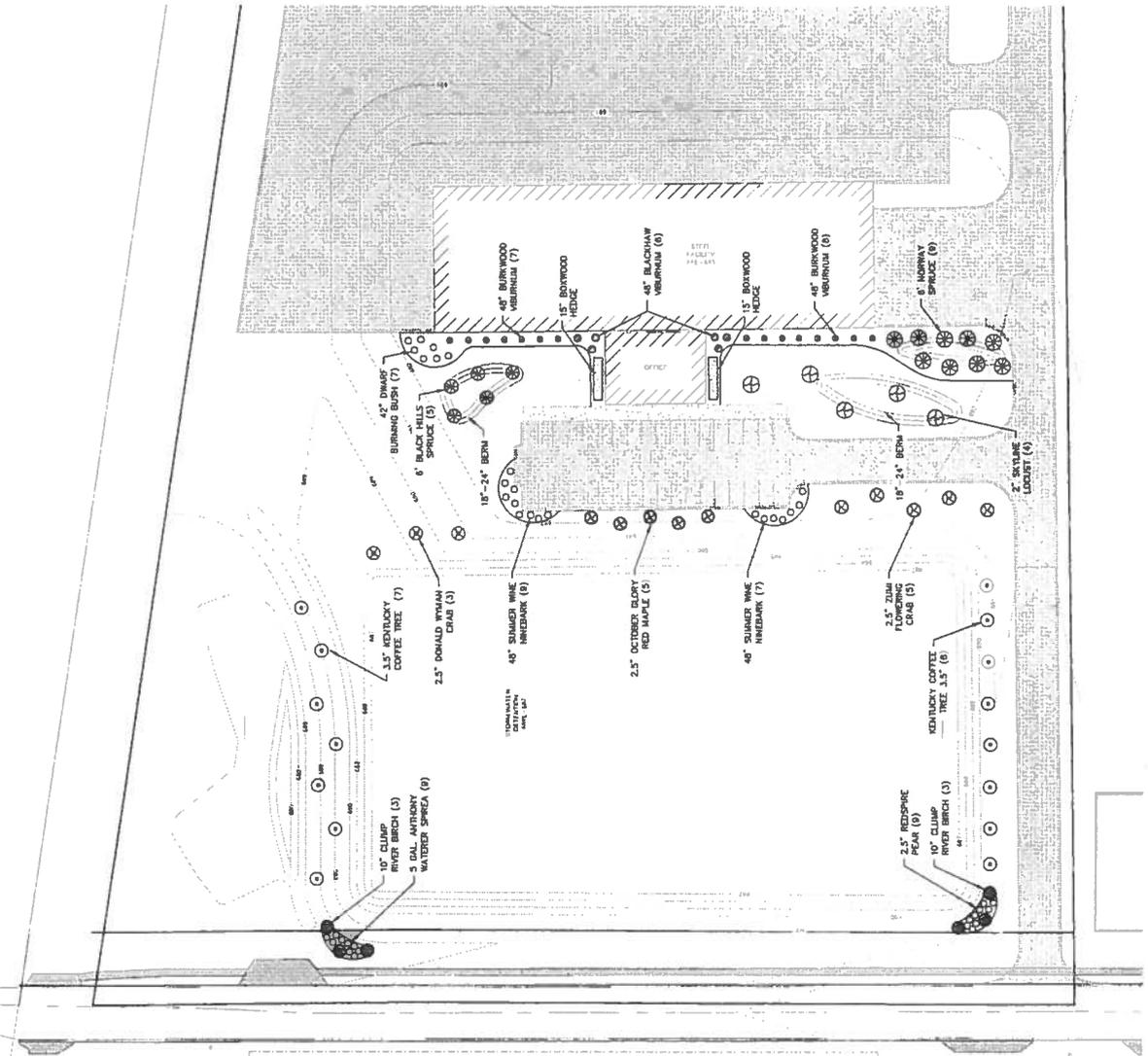


0 100  
1 inch = 100 ft.

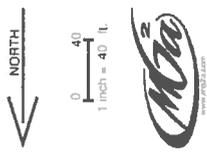


# Exhibit B - Page 2

## LANDSCAPE PLAN

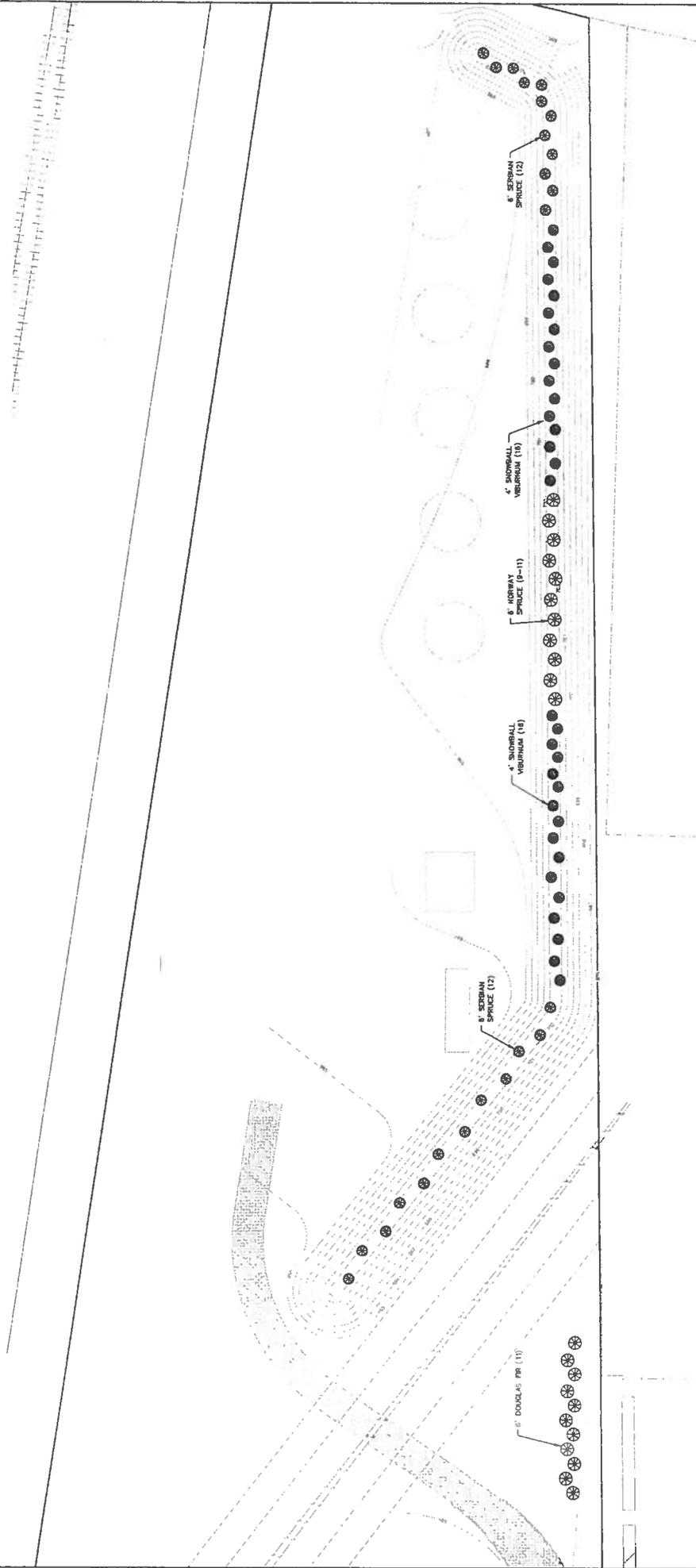


LANDSCAPE NOTES:  
 1. ALL PLANTINGS TO BE INSTALLED WITHIN THE SPECIFIED PLANTING ZONES AND MAINTAINED FOR A PERIOD OF 12 MONTHS AFTER INSTALLATION.  
 2. ALL PLANTINGS TO BE INSTALLED WITHIN THE SPECIFIED PLANTING ZONES AND MAINTAINED FOR A PERIOD OF 12 MONTHS AFTER INSTALLATION.  
 3. ALL PLANTINGS TO BE INSTALLED WITHIN THE SPECIFIED PLANTING ZONES AND MAINTAINED FOR A PERIOD OF 12 MONTHS AFTER INSTALLATION.  
 4. ALL PLANTINGS TO BE INSTALLED WITHIN THE SPECIFIED PLANTING ZONES AND MAINTAINED FOR A PERIOD OF 12 MONTHS AFTER INSTALLATION.  
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 6. ALL PLANTINGS TO BE INSTALLED WITHIN THE SPECIFIED PLANTING ZONES AND MAINTAINED FOR A PERIOD OF 12 MONTHS AFTER INSTALLATION.  
 7. ALL PLANTINGS TO BE INSTALLED WITHIN THE SPECIFIED PLANTING ZONES AND MAINTAINED FOR A PERIOD OF 12 MONTHS AFTER INSTALLATION.  
 8. ALL PLANTINGS TO BE INSTALLED WITHIN THE SPECIFIED PLANTING ZONES AND MAINTAINED FOR A PERIOD OF 12 MONTHS AFTER INSTALLATION.  
 9. ALL PLANTINGS TO BE INSTALLED WITHIN THE SPECIFIED PLANTING ZONES AND MAINTAINED FOR A PERIOD OF 12 MONTHS AFTER INSTALLATION.  
 10. ALL PLANTINGS TO BE INSTALLED WITHIN THE SPECIFIED PLANTING ZONES AND MAINTAINED FOR A PERIOD OF 12 MONTHS AFTER INSTALLATION.



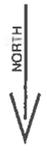
# Exhibit B - Page 3

## LANDSCAPE PLAN



ALL PLANTINGS TO BE PLACED WITH UNIFORMITY OF 3" SPACING EXCEPT WHERE NOTED OTHERWISE BY THE ARCHITECT. PLANTINGS TO BE PLACED WITH UNIFORMITY OF 3" SPACING EXCEPT WHERE NOTED OTHERWISE BY THE ARCHITECT. PLANTINGS TO BE PLACED WITH UNIFORMITY OF 3" SPACING EXCEPT WHERE NOTED OTHERWISE BY THE ARCHITECT.

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0 40  
1 inch = 40 ft.



# Events Calendar

Monthly View 15 April 2016

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

[Default](#) | 
 [Holiday](#) | 
 [Board Meetings](#) | 
 [All Categories ..](#)

# Events Calendar

Monthly View May 2016

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

[Default](#) |
 [Holiday](#) |
 [Board Meetings](#) |
 [All Categories ..](#)



**COMCAST CARES DAY 2016**  
Proclamation Template

**Proclamation No. 16-293**

**A PROCLAMATION DESIGNATION THE 23RD DAY OF APRIL 2016 AS  
“COMCAST CARES DAY” IN THE VILLAGE OF BOURBONNAIS, ILLINOIS**

**WHEREAS**, Comcast remains an active, committed and engaged member of the Bourbonnais community as demonstrated by 14 years of Comcast Cares service in local communities and well over, 8,000 total number of hours volunteer;

**WHEREAS**, Comcast supports the core American value of volunteerism through partnerships, grants and volunteer activities that empowers individuals and organized communities; and

**WHEREAS**, Comcast Cares Day is a celebration of service, and signature celebration of service and has become the nation’s largest single-day corporate volunteer effort that brings employees, families, friends, and community partners together for a common purpose and mission, and;

**WHEREAS**, Comcast is celebrating its 15<sup>th</sup> Comcast Cares Day, and has reached important milestones, including 4 million volunteer hours and more than 700,000 volunteers since Comcast Cares Day started in 2001.

**WHEREAS**, Comcast Cares Day promotes a spirit of corporate responsibility thanks to the hard work, dedication and service of 100 Comcast volunteers in the Champaign community

**NOW, THEREFORE**, I, Paul Schore, serving as Mayor do hereby proclaim April 23, 2016 as “Comcast Cares Day.”

Proclaimed this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Paul Schore, Mayor

ATTEST:

\_\_\_\_\_  
Brian Simeur, Village Clerk

PASSED and adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.