



Village of Bourbonnais

600 Main Street NW • Bourbonnais Illinois 60914

Telephone: (815) 937-3570

Fax: (815) 937-3467

Village of Bourbonnais

Public Hearing before the Corporate Authorities

-Agenda-

September 19, 2016

5:15 p.m.

1. Call to Order
2. Roll Call
3. Public Hearing – Public hearing concerning the intent of the President and Board of Trustees of the Village to sell not to exceed \$13,500,000 Sewerage Refunding Revenue Bonds (Alternate Revenue Source) to pay the costs of improving the sewerage system of the Village and refund the Sewerage Refunding Revenue Bonds, Series 2006, of the Village
4. Public Comments
5. Adjournment



Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING ~ AGENDA ~

September 19, 2016

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. ROLL CALL: Clerk Simeur

2. APPROVAL OF MINUTES: September 6, 2016

a. Regular Board Minutes

3. REPORTS FROM COMMISSIONS AND ADVISORY BOARDS

4. BIDS AND QUOTES

a. Monument Sign Project

5. CORRESPONDENCE

6. FINANCE COMMITTEE

Trustee Vera Amiano, Chair

a. Consideration to Approve Accounts Payable September 19, 2016

b. Ordinance No. 16-2030 (Ordinance Authorizing and Approving an Equipment Lease with People's Bank of Kankakee County) First Reading.

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

This notice posted this 16th day of September 2016 in accordance with the Open Meetings Act.

- a. Ordinance No. 16 -2028 (Intergovernmental Agreement Between The Bourbonnais Township Park District And The Village Of Bourbonnais Concerning Construction, Maintenance And Use Of An Events And Skate Park Plaza.) Second Reading

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

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

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

14. UTILITY COMMITTEE
Trustee Jack Littrell, Jr., Chair

15. BUILDINGS & GROUNDS COMMITTEE
Trustee Randy King, Chair

16. COMMITTEE MEETINGS SET – See Calendars

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

18. VILLAGE ATTORNEY’S REPORT
Patrick Dunn, Attorney

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

- a. Swearing in of Officer

20. OLD BUSINESS

21. NEW BUSINESS

22. PUBLIC COMMENTS

23. ADJOURNMENT



Village of Bourbonnais
VILLAGE BOARD MEETING
~MINUTES~

September 6, 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 students from Olivet Nazarene University.

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:** Motion made by Trustee Amiano and seconded by Trustee Fischer to suspend the reading and approve the Regular Board meeting minutes from August 15, 2016. Motion passed on a voice vote of 6-0.
3. **REPORTS FROM COMMISSIONS AND ADVISORY BOARDS:** None.
4. **BIDS AND QUOTES:**
 - a. **Sanitary Reroute Near First Station** - A motion was made by Trustee Fischer and seconded by Trustee Keast to accept the low bid from EC of Kankakee County, Inc. in the amount of \$35,420.00.

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.

- b. **Marcotte Park Paving** - Motion made by Trustee Amiano and seconded by Trustee Littrell to reject the bids due to Public Works not being able to prepare the lot for paving. Motion passed on a voice vote of 6-0.

- c. **Front Parking Lot at Public Works Building** - Motion made by Trustee Amiano and seconded by Trustee Greenlee to reject the bids due to Public Works not being able to prepare the lot for paving. Motion passed on a voice vote of 6-0.
- d. **Roof Replacement** - Motion made by Trustee Amiano and seconded by Trustee King to reject the bids and will solicit new bids in 2017. Motion passed on a voice vote of 6-0.

5. **CORRESPONDENCE**: None.

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

a. **Consideration to Approve Accounts Payable September 6, 2016**

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

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

Motion passed on a vote of 6-0.

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

Following a summary by Village Treasurer Ron Riebe, a motion was made by Trustee Amiano and seconded by Trustee Keast to accept the unaudited July 2016 Treasurer's Report (copy attached). Motion passed on a voice vote of 6-0.

c. **Ordinance No. 16-2026 (An Ordinance Authorizing The Issuance of Sewerage Revenue Bonds of the Village of Bourbonnais, Kankakee County, Illinois) Second Reading.**

Motion made by Trustee Amiano and seconded by Trustee Greenlee to read said ordinance by title only. Motion passed on a voice vote of 6-0.

A motion was made by Trustee Amiano and seconded by Trustee Keast to adopt said ordinance. Prior to the vote, Finance Director Mike Wolf commented on the ordinance.

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

Motion passed on a vote of 6-0.

7. **POLICE COMMITTEE:**

Trustee Bruce Greenlee, Chair

- a. **Ordinance No. 16 - 2027 (An Ordinance Amending Chapter 22, Offenses And Miscellaneous Provisions Concerning Possession Of Cannabis In The Village Of Bourbonnais, Illinois) First Reading.**

Following first reading by Clerk Simeur, a motion was made by Trustee Greenlee and seconded by Trustee Amiano to suspend the rules and have the second reading of said ordinance tonight. Motion passed on a voice vote of 6-0.

Motion made by Trustee Greenlee, seconded by Trustee Amiano to read said ordinance by title only. Motion passed on a voice vote of 6-0.

Motion made by Trustee Greenlee and seconded by Trustee Amiano to adopt said ordinance.

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.

8. **COMMUNITY & ECONOMIC DEVELOPMENT:** None.

Trustee Vera Amiano, Chair

9. **PUBLIC WORKS COMMITTEE:** None.

Trustee Bruce Greenlee, Chair

10. **PARKS & RECREATION COMMITTEE:**

Trustee Jeff Keast, Chair

- a. **Ordinance No. 16 -2028 (Intergovernmental Agreement Between The Bourbonnais Township Park District And The Village Of Bourbonnais Concerning Construction, Maintenance And Use Of An Events And Skate Park Plaza.) First Reading**

Following first reading by Clerk Simeur, Village Attorney Dunn explained what the agreement entails.

Trustee Keast noted that the painting of Marcotte Park and the concrete border at Meadows Park is being completed.

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 reported that our “pledgers” will start at the next meeting. She thanked the ONU students in attendance at tonight’s meeting for leading us tonight.

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

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

Trustee King reported the following on the Kan Comm merger:

- Materials have been ordered for the partition
- The garage door sensors have been installed and work will commence on installing the security devices.

16. **COMMITTEE MEETINGS SET:**

- Franchise, License and Administration - Monday, Sept 12th at 4:00 pm at the Administration Building
- Finance - Wednesday, Sept 14th at 4:00 pm at the Administration Building

17. **VILLAGE ADMINISTRATOR’S REPORT:** Refer to his memo that is attached.

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

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

- Resolution No. 16-1251 (A Resolution Appointing Susan E. Cellini As A Deputy Clerk)

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

Motion made by Trustee Fischer and seconded by Trustee Keast to adopt said resolution.

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.

- Village President Schore gave an update on the I-57 Interchange project:
 - a. The grade crossing work will begin this fall
 - b. 6000N Road paving will also occur this fall
 - c. The current overpass will be removed over the winter - weather permitting

20. **OLD BUSINESS:** None.

21. **NEW BUSINESS:** None.

22. **PUBLIC COMMENTS:** None.

23. **ADJOURNMENT:**

A motion was made by Trustee Amiano and seconded by Trustee Littrell to adjourn the regular board meeting. Motion passed on a voice vote of 6-0 and the meeting adjourned at 5:49 p.m.

Respectfully Submitted by:

-----PENDING BOARD APPROVAL-----

Brian Simeur, Village Clerk

Administrator's Report
September 6, 2016

Staff is continuing to meet on the closing of the dispatch center. Renovation work continues. We continue to meet with the FOP and displaced dispatchers. Next meeting is tentatively next week.

Regular coordination meetings are occurring with our design team and staffs of the Village and Park District. We conducted a conference call today with a representative of the components to review best practices for moving the equipment. This afternoon was a construction coordination meeting. Forms are in place; the pouring of the concrete is expected by the end of the week.

Bids will be open on our digital sign on Friday at 1 pm

We are seeing increased interest on housing development in the Village.

Laurie, Mike Wolf, Tara, and I met with Aqua representatives to review Aqua's process for prioritizing and measuring the cost benefits capital projects. We are looking to adapt some of their practices into our process in the future



Village of Bourbonnais

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Bids were received through 2 p.m. on September 9, 2016 for the Village of Bourbonnais Monument Sign project. Following are the results of the bid Opening:

Monument Sign Project

Fast Sings, Kankakee, IL

\$57,945.00

At this time, the Village is rejecting all bids and will solicit bids during 2017.

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 16-2030

**AN ORDINANCE AUTHORIZING AND APPROVING AN EQUIPMENT LEASE
WITH PEOPLE'S BANK OF KANKAKEE COUNTY.**

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

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

ORDINANCE NO. 16-2030

AN ORDINANCE AUTHORIZING AND APPROVING AN EQUIPMENT LEASE WITH PEOPLE'S BANK OF KANKAKEE COUNTY.

WHEREAS, The Finance Director of the Village of Bourbonnais, Kankakee County, Illinois, a non-home rule Illinois Municipal Corporation, hereafter referred to as the "Village" has negotiated a certain document entitled "Lease Proposal" hereafter referred to as the "Lease", with Peoples Bank of Kankakee County, an Illinois limited liability company (hereinafter sometimes referred to as "Peoples Bank"), and BaneLeasing, LLC, (hereinafter referred to as "BaneLeasing") concerning the leasing of certain specific equipment with terms and requirements as disclosed on the "Lease Proposal" attached as Exhibit "A" and made part hereof; and

WHEREAS, The Village desires to lease a 2016 Elgin Pelican NP Sweeper and a 2016 JD 524K Wheel Loader; and

WHEREAS, BaneLEasing has agreed to lease the equipment for total equipment cost is \$337,779.32 with a lease term of five (5) years and quarterly payments of 17,956.90 to Peoples Bank which has agreed to finance the lease; and;

WHEREAS, The Illinois Municipal Code generally and more specifically in 65 ILCS 5/11-76-6 authorizes the Village to enter into leases for a period not to exceed five (5) years for equipment and machinery; and

WHEREAS, the Corporate Authorities of the Village believe it is in the best interests of the Village and its citizens to authorize the Mayor and Clerk to execute any necessary documents to enter into the lease as disclosed herein and on the attached exhibit "A".

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.

SECTION TWO: The Village President and Clerk are hereby authorized and directed to execute any and all necessary documents to enter into the lease for the specific equipment listed herein per the terms listed on 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: This Ordinance shall be effective upon passage by a 2/3 majority vote of the corporate authorities in accordance with Section 11-76-6 of the Illinois Municipal Code.

SECTION FIVE: This Ordinance shall be in full force and effect immediately upon passage.

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

ADOPTED AND APPROVED this _____ day of _____, 2016, by the following vote:

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

PAUL SCHORE
Village President

ATTEST:

BRIAN SIMEUR
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

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

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

**ORDINANCE NO. 16-2030
AN ORDINANCE AUTHORIZING AND APPROVING AN EQUIPMENT LEASE
WITH PEOPLE'S BANK OF KANKAKEE COUNTY.**

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 on the date stated upon its face and that the Corporate Authorities have complied with all of the procedural rules of the Village of Bourbonnais.

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

(SEAL)

Village Clerk

**ATTACHED:
LEASE PROPOSAL**



12 September 2016

Mike Chamness
Village of Bourbonnais
600 Main Street N.W.
Bourbonnais, IL 60914

C/O Todd Troeger

Dear Mike:

I appreciate the information you have provided and am pleased to provide you with the following lease proposal. This proposal is subject to final credit approval and assumes use of our standard documentation. This proposal expires 30 days from today unless previously extended in writing. All pricing is net of applicable taxes.

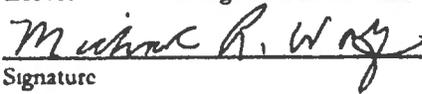
Lessee:	Village of Bourbonnais
Lessor:	BancLeasing, LLC™ and/or its Assigns
Equipment Type:	(1) 2016 Elgin Pelican NP Sweeper and (1) 2016 JD 524K Wheel Loader
Equipment Cost:	\$337,779.32
Base Lease Commencement:	1st of the month following total equipment installation & acceptance
Payments Due:	In advance (1st of the month)
Lease Type:	Municipal/Capital
Purchase Option:	\$1.00
Base Lease Term:	5 Years
Quarterly Payments:	\$17,956.90
Advance Payments:	First (1) will be invoiced and due on or before 1 October 2016
End-of-term:	Purchase the configuration for \$1.00
Documentation Fee:	\$350 will be invoiced and due on or before 1 October 2016
Lease Rate Adjustment:	The lease rate is fixed from the Commencement Date to the end of the initial lease term. It may be adjusted on the Commencement Date to reflect any upward change in either the Prime Rate of interest or like-term U.S. Treasuries as published in the Wall Street Journal.
Lease Accounting:	The lessee and/or its accountants are responsible for determining Lessee's accounting treatment of any lease schedule, including lease classification and tax treatment.
Additional Terms:	This quote is subject to the Lessee designating the agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.

Thank you for the opportunity to work with you. Please contact me with questions or requests for additional information. I look forward to developing a mutually beneficial relationship with you.

Regards,

Agreed to & Accepted By:


Steve Harold
Senior Account Executive
BancLeasing, LLC
PH 214 778 1845
FX 214 778 1841
sharold@bancleasing.com

Lessee:	Village of Bourbonnais
	9-12-16
Signature	Date
MICHAEL A. WOLF	FINANCE DIRECTOR
Name	Title

Toll Free 877 274 5327, Ext. 1847

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 16-2028

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE BOURBONNAIS TOWNSHIP PARK DISTRICT AND THE
VILLAGE OF BOURBONNAIS REGARDING CONSTRUCTION AND USE OF
AN EVENT AND SKATE PARK PLAZA.**

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

ORDINANCE NO. 16-2028

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE BOURBONNAIS TOWNSHIP PARK DISTRICT AND THE
VILLAGE OF BOURBONNAIS REGARDING CONSTRUCTION AND USE OF
AN EVENT AND SKATE PARK PLAZA.**

WHEREAS, there has been presented to and there is now before the meeting of the President and the Board of Trustees, (the “Corporate Authorities”), the form of an intergovernmental agreement (the “Agreement”) between the BOURBONNAIS TOWNSHIP PARK DISTRICT, (the “DISTRICT”) and the VILLAGE OF BOURBONNAIS, an Illinois municipal corporation (the “VILLAGE”); and

WHEREAS, the Village is authorized to enter into intergovernmental agreements by virtue of the provisions of Article VII, Section 10 of the Illinois Constitution and the *Illinois Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq*; and

WHEREAS, The Parties have previously entered into an Intergovernmental Agreement concerning a “Professional Service Agreement” from Hitchcock Design Group, to create designs and standards for the Event and Skate Park Plaza that this IA addresses; and

WHEREAS, the VILLAGE and the DISTRICT both desire to construct and jointly use the Event and Skate Park Plaza located at or near the Village of Bourbonnais Administration Building as designed by Hitchcock Design Group’s plans; and

WHEREAS, the Corporate Authorities of the Village find and determine that is reasonable and necessary to accept and approve the attached agreement by allowing the execution of and by authorizing the intergovernmental agreement in substantially the same form as attached hereto as Exhibit “A”.

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

Section Two: That the form of the Agreement, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

Section Three: That for and on behalf of the Village of Bourbonnais, the Village President, and anyone he so designates, is hereby authorized to execute and deliver the Agreement, in counterpart, duplicate originals, and the Village Clerk is hereby authorized

to attest to the same, with such changes and revisions in the form of each of such Agreements as may be approved by the Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of the Agreement as presented to and now before the meeting of the corporate authorities at which this Ordinance is adopted.

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 immediately from and after its passage without publication.

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

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

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

PAUL SCHORE, Village President

ATTEST:

BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 16-2028

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOURBONNAIS TOWNSHIP PARK DISTRICT AND THE VILLAGE OF BOURBONNAIS REGARDING CONSTRUCTION AND USE OF AN EVENT AND SKATE PARK PLAZA.

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

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

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

(SEAL)

Village Clerk

EXHIBIT "A"

ATTACHED AGREEMENT

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOURBONNAIS
TOWNSHIP PARK DISTRICT AND THE VILLAGE OF BOURBONNAIS
CONCERNING CONSTRUCTION, MAINTENANCE AND USE OF AN EVENTS
AND SKATE PARK PLAZA.**

This intergovernmental agreement ("IA") is made and entered on the latest date shown for a signature on the signature page hereof ("Effective Date"), between the BOURBONNAIS TOWNSHIP PARK DISTRICT, (the "DISTRICT") and the VILLAGE OF BOURBONNAIS, an Illinois municipal corporation (the "VILLAGE"). Collectively the DISTRICT and the VILLAGE shall be referred to as the "Parties" and individually as a "Party".

WHEREAS, This IA is authorized by and entered into by virtue of the provisions of Article VII, Section 10 of the Illinois Constitution and the *Illinois Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the VILLAGE of Bourbonnais is a non-home rule Illinois municipal corporation; and

WHEREAS, the DISTRICT is an Illinois unit of local government; and

WHEREAS, The Parties have previously entered into an Intergovernmental Agreement concerning a "Professional Service Agreement" from Hitchcock Design Group, to create designs and standards for the Event and Skate Park Plaza that this IA addresses; and

WHEREAS, the VILLAGE and the DISTRICT both desire to construct and jointly use the Event and Skate Park Plaza located at or near the Village of Bourbonnais Administration Building as designed by Hitchcock Design Group's plans; and

WHEREAS, the respective boards of the VILLAGE and the DISTRICT have agreed to provide up to \$_____ each for preparation and construction of the Event and Skate Park Plaza.

NOW THEREFORE, subject to the terms and conditions set forth herein, and in consideration of the recitals, covenants, and undertakings contained herein, the VILLAGE and the DISTRICT mutually agree as follows:

Section 1. Recitals. The foregoing recitals are by this reference incorporated herein and made apart hereof as if fully set forth here in this Section 1.

Section 2. General Duties of the VILLAGE. The VILLAGE shall provide construction management services to this Event and Skate Park Plaza project, including, but not limited to: staff support; accounting management; contract procurement and administration. In so doing, the VILLAGE shall provide such services in compliance with the laws of the State of Illinois, and in accordance with the designs previously created

by Hitchcock Design and this IA. The parties may amend the scope of the VILLAGE'S services under this IGA by mutual agreement.

Section 3. Division of Construction Costs. The VILLAGE and DISTRICT shall each pay one-half (50% each) of any and all construction, design, inspection and other professional services costs associated with the construction of the Event and Skate Park Plaza.

Section 4. Payment of Construction Costs. The VILLAGE shall provide to the DISTRICT statements of expenditures made by the VILLAGE pursuant to this IA, and the DISTRICT shall reimburse the VILLAGE no later than thirty (30) days after having received notice from the VILLAGE that said expenditures have been incurred and paid by the VILLAGE.

Section 5. Insurance. The VILLAGE shall maintain in force general liability insurance covering the Event and Skate Park Plaza. The VILLAGE will apply with its insurer to name the DISTRICT as an additional insured. Should there be an increase in the VILLAGE'S insurance costs attributable to the Event and Skate Park Plaza, then the DISTRICT shall reimburse the VILLAGE for that increase.

Section 6. Ownership of Fixtures. Part of the expenditures under this IA are for certain permanent non-moveable improvements to be made to the VILLAGE'S real property, hereafter referred to as the "Fixtures". The VILLAGE will own the improvements that are the Fixtures to its real property.

Section 7. Ownership of Personal Property (Equipment). Another part of the expenditures under this IA are for certain skate park features, equipment, that are moveable even though they may be made of concrete and metal, hereafter referred to as the "Personal Property". The DISTRICT and the VILLAGE shall jointly own the Personal Property.

Section 8. Maintenance. The Parties will share equally in the maintenance of the Fixtures and the Personal Property that make up the Event and Skate Park Plaza. The Parties shall have a joint annual meeting to discuss necessary and contemplated maintenance for the Fixtures and the Personal Property associated with this IA. The Parties shall jointly develop an agreed to checklist for monthly maintenance inspections. The DISTRICT shall perform monthly maintenance inspections after construction of the fixtures are completed. The DISTRICT shall supply the VILLAGE with reports of the monthly maintenance inspections at a minimum including the agreed to checklist referenced in this Section. The VILLAGE and DISTRICT shall each pay one-half (50% each) of any and all maintenance expenses, excluding employee costs of doing the monthly inspections.

Section 9. Moving the Personal Property. The Parties anticipate that at least two times per year the Personal Property will be moved from the Plaza area for two purposes; ice skating in the winter and for the Friendship Festival. Both Parties will work jointly for the removal and replacement of the Personal Property at the Plaza. The Parties anticipate when not at the Plaza, the Personal Property will be stored at the VILLAGE. The Parties agree that the Friendship Festival shall not be required to pay either Party for use of the site.

Section 10. Signage. The signage for the Plaza shall indicate the joint venture nature and funding of this project between the DISTRICT and the VILLAGE.

Section 11. Naming Rights. The Parties shall negotiate and discuss the naming of said Plaza at a future date. Any name shall have to be approved by both Parties in writing.

Section 12. Rules for Use. The Parties shall meet and agree to rules for the use of the Event and Skate Park Plaza. The Parties agree to post the rules on signs to be paid for equally by both Parties.

Section 13. RESERVED.

Section 14. Enforcement. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding including without limitation specific performance, enforce or compel the performance of this agreement.

In the event of judicial proceeding brought by any of the parties to this agreement against any other party for enforcement or for breach of any provision of this agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorney's fees and costs, incurred in connection with such judicial proceeding.

Section 15. Appropriations. The DISTRICT and VILLAGE, as limited by state statute, agree to appropriate such funds as may be reasonably necessary to provide for payment pursuant to this agreement.

Section 16. Amendments: Waivers. This agreement and the rights created by this agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this agreement and duly and validly authorized, executed, and delivered by all of the parties hereto.

Section 17. Notices. All notices and other communications in connection with this agreement shall be in writing and shall be deemed delivered to the addresses thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the DISTRICT:
BOURBONNAIS TOWNSHIP PARK DISTRICT

For notices and communications to the VILLAGE:
Village President
Village of Bourbonnais
600 Main Street N.W.
Bourbonnais, Illinois 60914

With a copy to:
Patrick T. Dunn
Village Attorney
600 Main Street N.W.
Bourbonnais, Illinois 60914

Section 18. Applicable Law and Jurisdiction. This Agreement shall be interpreted and controlled by the laws of the State of Illinois and the Ordinances of the VILLAGE of Bourbonnais, Kankakee County, Illinois. The Parties agree that any and all lawsuits, causes of action, discovery actions, arbitrations and other enforcement actions shall occur in the 21st Judicial Circuit, Kankakee, Illinois.

Section 19. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 20. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto. There are no representations, warranties, covenants or agreements unless expressed in writing herein or by written modification pursuant to Section 13 hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURE PAGE AND EXHIBIT "A" TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by proper officers duly authorized as of the Effective Date set forth beneath the signatures.

BOURBONNAIS TOWNSHIP PARK DISTRICT

VILLAGE OF BOURBONNAIS, ILLINOIS

By: _____
Its President

By: _____
Village President

Attest: _____
Its Secretary

Attest: _____
Village Clerk

Dated: _____

Dated: _____

Events Calendar

Monthly View

16 September 2016

16 September 2016

4 August

October ▶

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

35 28

29

30

31

1

2

3

36

5

Labor Day-Offic ...

6

05:30pm Board Meeting

7

8

9

10

37

12

13

14

15

16

17

38

19

05:30pm Board Meeting

20

21

22

06:30pm Planning Commis ...

23

24

39

26

27

28

29

30

1

Default

Holiday

Board Meetings All Categories ..

Events Calendar

Monthly View

October 2016

		September			October 2016			November	
		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
39	25		26	27	28	29	30	1	
2	3	05:30pm Board Meeting	4	5	6	08:30am Submittal Deadl ...	7	8	
40	10		11	12	13	14	15	15	
9	16		17	18	19	20	21	22	
41	23		24	25	26	27	28	29	
42	30		31			08:30am Submittal Deadl ...			
43						06:30pm Planning Commis ...			
44				1	2	3	4	5	

Default | Holiday | Board Meetings | All Categories ..

OATH OF OFFICE

Lazarus Ephraim Hughes

Police Officer

Bourbonnais Police Department

700 Main, NW

Bourbonnais, Illinois

I, Lazarus E. Hughes, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Police Officer according to the best of my ability.

Signed: _____

Dated: September 19, 2016

Subscribed and sworn to before me this 19th Day of September, 2016

Brian Simeur, Village Clerk

James A. Phelps, Chief of Police