



## Village of Bourbonnais

### REGULAR VILLAGE BOARD MEETING - AGENDA -

August 3, 2015

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. ROLL CALL: Clerk Simeur

2. APPROVAL OF MINUTES: July 20, 2015

a. Public Hearing Minutes

b. Regular Board Minutes

3. REPORTS FROM COMMISSIONS AND ADVISORY BOARDS

4. BIDS AND QUOTES

5. CORRESPONDENCE

6. FINANCE COMMITTEE

*Trustee Vera Amiano, Chair*

a. Consideration to Approve Accounts Payable August 3, 2015

b. Treasurer's Report

7. POLICE COMMITTEE

*Trustee Bruce Greenlee, Chair*

8. COMMUNITY & ECONOMIC DEVELOPMENT

*Trustee Vera Amiano, Chair*

9. PUBLIC WORKS COMMITTEE

*Trustee Bruce Greenlee, Chair*

This notice posted  
this 31<sup>st</sup> day of July  
2015 in accordance  
with the Open  
Meetings Act.

10. **PARKS & RECREATION COMMITTEE**  
*Trustee Jeff Keast, Chair*
  
11. **FRANCHISE, LICENSE & ADMINISTRATION**  
*Trustee Rick Fischer, Chair*
  - a. Ordinance No. 15-1997 (An Ordinance Amending Chapter 36 of the Municipal Code of the Village of Bourbonnais, Illinois Concerning Indoor and Outdoor Shooting Ranges). First Reading.
  
12. **ANNEXATION, BUILDING & ZONING COMMITTEE**  
*Trustee Rick Fischer, Chair*
  - a. Ordinance No. 15-1998 (An Ordinance Authorizing the Execution of a Settlement Agreement between the Village of Bourbonnais and Citizens Equity First Credit Union (“CEFCU”) regarding Meadowbrook Subdivision). First Reading.
  
13. **COMMUNITY AFFAIRS & SERVICES COMMITTEE**  
*Trustee Vera Amiano, Chair*
  
14. **UTILITY COMMITTEE**  
*Trustee Jack Littrell, Jr., Chair*
  
15. **BUILDINGS & GROUNDS COMMITTEE**  
*Trustee Randy King, Chair*
  
16. **COMMITTEE MEETINGS SET** – See Calendars
  
17. **VILLAGE ADMINISTRATOR’S REPORT**
  
18. **VILLAGE ATTORNEY’S REPORT**  
*Patrick Dunn, Attorney*
  
19. **VILLAGE PRESIDENT’S REPORT**  
*Paul Schore, Village President*
  
20. **OLD BUSINESS**
  
21. **NEW BUSINESS**
  
22. **PUBLIC COMMENTS**
  
23. **ADJOURNMENT**

**VILLAGE OF BOURBONNAIS**

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**ORDINANCE NO. 15-1997**

**AN ORDINANCE AMENDING CHAPTER 36 OF THE MUNICIPAL CODE OF THE  
VILLAGE OF BOURBONNAIS, ILLINOIS CONCERNING INDOOR AND OUTDOOR  
SHOOTING RANGES**

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

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

**ORDINANCE NO. 15 - 1997**

**AN ORDINANCE AMENDING CHAPTER 36 OF THE MUNICIPAL CODE OF THE VILLAGE OF BOURBONNAIS, ILLINOIS CONCERNING INDOOR AND OUTDOOR SHOOTING RANGES**

**WHEREAS**, The President and Board of Trustees (the "Corporate Authorities") of the Village of Bourbonnais, Kankakee County, Illinois, an Illinois municipal corporation, (the "Village"), desire to provide minimum standards to safeguard life, health, property, property values, and public welfare by regulating zoning concerning shooting ranges; and,

**WHEREAS**, Illinois Municipal Code §11-13-1 grants municipalities the power to zone; and,

**WHEREAS**, The Illinois Municipal Code generally and more specifically in 65 ILCS 5/11-60-2 authorizes the Village to define, prevent, and abate nuisances; and,

**WHEREAS**, The Corporate Authorities desire to amend the current Code of Ordinances for the purpose of allowing indoor shooting ranges and restricting outdoor shooting ranges; and,

**WHEREAS**, The Corporate Authorities find and determine that outdoor shooting ranges can be a nuisance in that they can, if not sufficiently spaced from residential uses, cause noise that disturbs residences; and,

**WHEREAS**, The Corporate Authorities determine that Chapter 36, Article III of the Code of Ordinances of the Village should be amended by inserting the following underlined language and deleting the following stricken language:

*Outdoor amusement.* This use includes, but is not limited to, public, nonprofit, or outdoor theaters, raceways, music arenas, theme parks, amusement parks, miniature golf establishments, water slides, batting cages, skateboarding courses, and go-cart courses ~~and shooting ranges~~. "Outdoor amusement" shall include any accessory uses, such as snack bars, which are designed and intended primarily for the use of patrons of the principal recreational use.

**WHEREAS**, The Corporate Authorities determine that Chapter 36, Article XII of the Code of Ordinances of the Village should be amended by inserting the following underlined language and deleting the following stricken language:

*2.2 Special uses.* The following uses may be allowed by special use permit in accordance with the provisions of article XV.

- (a) Any use which may be allowed as a special use in the B-2 district, provided however that notwithstanding the provisions of subsection (a), dwelling units shall not be permitted within a manufacturing district.
- (b) Airport, heliport, landing field or landing strip, subject to the Federal Aeronautics Aviation Administration (sic) certifying that a new or reoriented runway will not interfere with the flight pattern of any established airport, landing field or landing strip.
- (c) Penal or correctional institutions.
- (d) Planned unit developments.
- (e) Truck terminals.
- (f) Indoor shooting ranges, subject to the following conditions:
  - (1) Public or private indoor shooting ranges, including rifle and small arms uses and related sales of firearms and ammunition.
  - (2) The application for a special use permit shall be signed under oath as being true with such information as required by the Zoning Administrator, which shall at a minimum include detailed plans and specifications of the building, shooting area, sales area, including projected layout, which all shall meet at a minimum the most current safety regulations of the National Rifle Association. A copy of said NRA regulations shall be attached by the applicant and become part of the application. The Zoning Administrator shall review said form and determine if the proposed use meets or exceeds the minimum safety regulations and report said determination to the Plan Commission. Failure to meet or exceed the minimum safety regulations shall be cause for denial of the special use permit, building permits, certificates and use permits.
  - (3) Any and all special use permits issued hereunder shall require that the indoor shooting range shall be under a qualified range officers' supervised direction during any and all operating hours.
  - (4) Any and all special use permits issued hereunder shall require the indoor shooting range and any firearms and ammunition sales shall be limited to the operating hours of 10:00 am until 10:00 pm.
  - (5) No indoor shooting range shall be allowed within 100 feet of any church, school, other than an institution of higher learning, hospital or home for aged or indigent persons. The term "school" shall include but not be limited to daycare facilities, pre-schools grade schools and high schools. The distance of 100 feet shall be measured to the nearest part of any building used for worship services or educational programs and not to property boundaries.
  - (6) Any and all special use permits issued hereunder shall require that the premises upon which an indoor shooting range is located shall be fully enclosed and shall be soundproofed so as to not allow any noise to be audible on any adjacent public or private property louder than as allowed for in any other M-1 zoned property in this chapter.
  - (7) No shooting range use shall be allowed until after any and all required certificates and use permits have been issued as required by this Chapter, including but not limited to Article XIV, Section 2.

- (8) Such special use, if established, shall be subject to reconsideration every four (4) years for renewal, extension or termination. Application for reconsideration shall be filed by the owner on a form as required by the Zoning Administrator. Said application shall include all required information.

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

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

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

**SECTION TWO:** (Amendment): that Chapter 36, Article III shall hereafter read as follows:

*Outdoor amusement.* This use includes, but is not limited to, public, nonprofit, or outdoor theaters, raceways, music arenas, theme parks, amusement parks, miniature golf establishments, water slides, batting cages, skateboarding courses, and go-cart courses. "Outdoor amusement" shall include any accessory uses, such as snack bars, which are designed and intended primarily for the use of patrons of the principal recreational use.

**SECTION THREE:** (Amendment): that Chapter 36, Article XII, Section 2.2 shall hereafter read as follows:

2.2 *Special uses.* The following uses may be allowed by special use permit in accordance with the provisions of article XV.

- (a) Any use which may be allowed as a special use in the B-2 district, provided however that notwithstanding the provisions of subsection (a), dwelling units shall not be permitted within a manufacturing district.
- (b) Airport, heliport, landing field or landing strip, subject to the Federal Aeronautics Aviation Administration (sic) certifying that a new or reoriented runway will not interfere with the flight pattern of any established airport, landing field or landing strip.
- (c) Penal or correctional institutions.
- (d) Planned unit developments.

(e) Truck terminals.

Indoor shooting ranges, subject to the following conditions:

- (1) Public or private indoor shooting ranges, including rifle and small arms uses and related sales of firearms and ammunition.
- (2) The application for a special use permit shall be signed under oath as being true with such information as required by the Zoning Administrator, which shall at a minimum include detailed plans and specifications of the building, shooting area, sales area, including projected layout, which all shall meet at a minimum the most current safety regulations of the National Rifle Association. A copy of said NRA regulations shall be attached by the applicant and become part of the application. The Zoning Administrator shall review said form and determine if the proposed use meets or exceeds the minimum safety regulations and report said determination to the Plan Commission. Failure to meet or exceed the minimum safety regulations shall be cause for denial of the special use permit, building permits, certificates and use permits.
- (3) Any and all special use permits issued hereunder shall require that the indoor shooting range shall be under a qualified range officers' supervised direction during any and all operating hours.
- (4) Any and all special use permits issued hereunder shall require the indoor shooting range and any firearms and ammunition sales shall be limited to the operating hours of 10:00 am until 10:00 pm.
- (5) No indoor shooting range shall be allowed within 100 feet of any church, school, other than an institution of higher learning, hospital or home for aged or indigent persons. The term "school" shall include but not be limited to daycare facilities, pre-schools grade schools and high schools. The distance of 100 feet shall be measured to the nearest part of any building used for worship services or educational programs and not to property boundaries.
- (6) Any and all special use permits issued hereunder shall require that the premises upon which an indoor shooting range is located shall be fully enclosed and shall be soundproofed so as to not allow any noise to be audible on any adjacent public or private property louder than as allowed for in any other M-1 zoned property in this chapter.
- (7) No shooting range use shall be allowed until after any and all required certificates and use permits have been issued as required by this Chapter, including but not limited to Article XIV, Section 2.
- (8) Such special use, if established, shall be subject to reconsideration every four (4) years for renewal, extension or termination. Application for reconsideration shall be filed by the owner on a form as required by the Zoning Administrator. Said application shall include all required information.

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

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

Trustee Amiano	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Greenlee	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Fischer	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee King	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Keast	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Littrell	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
<b>TOTAL:</b>	Aye	_____	Nay	_____	Absent	_____	Abstain	_____

\_\_\_\_\_  
PAUL SCHORE, Village President

**ATTEST:**

\_\_\_\_\_  
BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF KANKAKEE )        SS.

**CERTIFICATION OF ORDINANCE**

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

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

**ORDINANCE NO. 15-1997**

**AN ORDINANCE AMENDING CHAPTER 36 OF THE MUNICIPAL CODE OF THE VILLAGE OF BOURBONNAIS, ILLINOIS CONCERNING INDOOR AND OUTDOOR SHOOTING RANGES**

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

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

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

(SEAL)

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

**VILLAGE OF BOURBONNAIS, ILLINOIS**

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**ORDINANCE NO. 15-1998**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF BOURBONNAIS AND CITIZENS EQUITY FIRST CREDIT UNION (“CEFCU”) REGARDING MEADOWBROOK SUBDIVISION**

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

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

**ORDINANCE NO. 15-1998**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF BOURBONNAIS AND CITIZENS EQUITY FIRST CREDIT UNION ("CEFCU") REGARDING MEADOWBROOK SUBDIVISION**

**WHEREAS**, the Village of Bourbonnais, Kankakee County, Illinois, an Illinois Municipal Corporation, hereafter the "Village", is a named defendant in case 14CH337, in the Circuit Court of the Twenty-First Judicial Circuit, Kankakee County, involving CITIZENS EQUITY FIRST CREDIT UNION, hereafter "CEFCU", concerning Meadowbrook Subdivision; and,

**WHEREAS**, the Village, by and through the Village Attorney, and CEFCU, by and through its attorney Thomas McConnaughay have negotiated a settlement agreement regarding all negotiated matters and thereafter mutually drafted a written SETTLEMENT AGREEMENT, hereafter the "Agreement" attached hereto and made part hereof as Exhibit "A"; and,

**WHEREAS**, the corporate authorities are authorized by the Illinois Municipal Code generally and more specifically by 65 ILCS 5/8-1-1 to control the finances of the corporation; and,

**WHEREAS**, 65 ILCS 5/8-1-1 has been interpreted by Illinois courts to authorize the settlement and compromise of doubtful controversies to which the corporation is a party; and,

**WHEREAS**, the corporate authorities desire to minimize, reduce and/or eliminate the costs and fees associated with said lawsuits; and,

**WHEREAS**, the corporate authorities hereby determine that the Village is currently involved in one (1) lawsuit with CEFCU, where the results are doubtful; and,

**WHEREAS**, the corporate authorities of the Village, after review of the agreement find that the agreement was negotiated in a fair and equitable manner; and,

**WHEREAS**, the corporate authorities of the Village, find and determine that the terms of the agreement are fair and equitable; and,

**WHEREAS**, the corporate authorities find and determine that it is in the best interests of the Village and the citizens of the Village that said agreement be ratified, accepted and approved.

**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: All of the statements and findings above are found to be true and correct and are made part hereof as if set fully forth in this Section One.

Section Two: The Village President, and Clerk are hereby authorized and directed to execute a document entitled "SETTLEMENT AGREEMENT" in substantially the same form as that attached hereto, allowing for minor corrections and formatting.

Section Three: The Village President, Village Clerk, Village Administrator and Attorney are authorized hereby to take all necessary actions and execute and certify all necessary documents after the approval hereof to complete the terms of said Agreement.

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.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Trustee Amiano	Aye	____	Nay	____	Absent	____	Abstain	____
Trustee Greenlee	Aye	____	Nay	____	Absent	____	Abstain	____
Trustee Fischer	Aye	____	Nay	____	Absent	____	Abstain	____
Trustee King	Aye	____	Nay	____	Absent	____	Abstain	____
Trustee Keast	Aye	____	Nay	____	Absent	____	Abstain	____
Trustee Littrell	Aye	____	Nay	____	Absent	____	Abstain	____
<b>TOTAL:</b>	Aye	____	Nay	____	Absent	____	Abstain	____

\_\_\_\_\_  
PAUL SCHORE, Village President

**ATTEST:**

\_\_\_\_\_  
BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS        )  
  )        SS.  
COUNTY OF KANKAKEE )

**CERTIFICATION OF ORDINANCE**

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

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

**ORDINANCE NO. 15-1998**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF BOURBONNAIS AND CITIZENS EQUITY FIRST CREDIT UNION ("CEFCU") REGARDING MEADOWBROOK SUBDIVISION**

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

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

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

(SEAL)

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

**EXHIBIT A**  
**AGREEMENT**

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Settlement Agreement”) is entered into in Kankakee County, Illinois this \_\_\_\_\_ day of August, 2015 (the “Date of this Agreement”) between, Citizens Equity First Credit Union (“CEFCU”) an Illinois credit union and the Village of Bourbonnais, an Illinois Municipal Corporation (“Village”). CEFCU and Village are hereinafter sometimes collectively referred to as “Parties”. The Parties execute this Settlement Agreement on behalf of, and any reference to the Parties, individually or collectively, shall include reference to, as applicable, the respective Party, and its successors, and assigns.

### **RECITALS**

**WHEREAS**, case number 14CH337 (the “Foreclosure Case”) currently pends in the 21<sup>st</sup> Judicial Circuit, Kankakee County Illinois and involves a certain subdivision within the Village. The Village has multiple liens on the real estate which is the subject of the Foreclosure Case (the “Property”), through administrative actions, mowing and case number 11CH418 which was a case brought by the Village against the developer of the subdivision, Meadowbrook of Bourbonnais, LLC (the “Developer”). The cases involve an agreement entitled, “Annexation Agreement” which is attached hereto and made part hereof as Exhibit “A” (the “Annexation Agreement”);

**WHEREAS**, CEFCU and Village desire to dispose of the entire controversy and dispute, including any and all possible lawsuits, between them arising out of, or in any way related to, the facts, incidences, transactions, occurrences, and/or omissions involving the Developer’s obligation to complete the public improvements under the terms of the Annexation Agreement, including, without limitation, the Developer’s obligation to provide security for its obligation to complete such public improvements, and further including attorneys’ fees and costs in connection therewith (collectively, the “Dispute”).

**WHEREAS**, CEFCU and Village enter into this Settlement Agreement solely in order to resolve this Dispute without legal proceedings. The Parties enter into this Settlement Agreement without admitting that either has any liability or that either did anything wrong or illegal or that either has failed to do any act or prevent any act that caused damage to either party in any way.

### **TERMS OF AGREEMENT**

IN CONSIDERATION OF the mutual promises and covenants contained in this Settlement Agreement, including the recitals set forth above, the Parties hereby agree as follows:

#### **1. COMPLETION OF PUBLIC IMPROVEMENTS**

- a. CEFCU and the Village will enter into a restated/amended annexation/development agreement stating that the Village will complete all public improvements to or related to the Property, or otherwise contemplated in the Annexation Agreement or applicable laws, ordinances, codes, rules and regulations, extending any expired or soon to expire deadlines for the performance of obligations under the Annexation Agreement, clarifying those Developer's obligations thereunder which have been satisfied, acknowledging that all fees, charges or impositions due thereunder as of the Date of this Agreement have been paid, acknowledging that all fees, charges or impositions due thereunder but not yet due to be paid have not changed in amount, and further acknowledging that the Village will require no further fees, charges or impositions in connection with the Public Improvements;
- b. The Village will commence, upon execution of this Settlement Agreement, and expeditiously, diligently and continuously complete, at its expense, and in full compliance with all applicable laws, ordinances, codes, rules and regulations, all public improvements which are required or otherwise contemplated by the terms of the Annexation Agreement or applicable laws, ordinances, codes, rules and regulations, including without limitation the \$605,468.14 worth of improvements outlined in Exhibit "B" attached hereto (collectively, the "Public Improvements"); and
- c. CEFCU shall pay \$210,000.00 to the Village towards the cost of the Public Improvements, payable 75% within 5 days of execution of the this Settlement Agreement, and 25% within 5 days upon receipt by CEFCU of a written certification from the Village Engineer stating that the Public Improvements are completed and in compliance with all applicable laws, ordinances, codes, rules and regulations.
- d. In the event that the Parties are unable to agree on and execute a restated/amended annexation/development agreement as contemplated above, within one hundred twenty (120) days after the Date of this Agreement, then the Village will, within 5 days thereafter, refund to CEFCU the payment made pursuant to subparagraph c. above.
- e. In any event, the Village confirms and agrees that it will not impose any additional fees, charges or impositions in connection with or on account of the construction of Public Improvements at the Property.

## 2. LIEN RELEASES

- a. The Village shall, upon its execution of this Settlement Agreement, deliver releases of all existing and proposed Village liens on the Property concerning any matter prior to or on the Date of this Agreement, including, without limitation, mowing liens, and the Village agrees not to impose additional liens not contemplated by this Settlement Agreement. This limitation on liens does not prohibit liens for acts, failures to act and ordinance violations arising after the Date of this Agreement which are not related to the completion of the Public Improvements. Notwithstanding, the Village acknowledges and agrees

that any liens arising or imposed by it prior to the completion of the Foreclosure Case shall be extinguished by operation of law.

**3. MOWING**

- a. CEFCU shall take over the mowing of the Property, at its expense upon execution of this Settlement Agreement by the Village. CEFCU shall not be responsible for mowing any lot or piece of the Property after it has been sold and title has been transferred to another owner.

**4. VILLAGE TO BEGIN IMPROVEMENTS**

- a. The Village will proceed to complete the Public Improvements upon execution of this Settlement Agreement including but not limited to street and roadway improvements. The Village acknowledges that CEFCU will not have the right to authorize the Village to enter upon the Property until such time as CEFCU may acquire title to the Property in the Foreclosure Case. Notwithstanding, CEFCU agrees, upon execution of this Settlement Agreement, to use reasonable efforts to obtain the Developer's consent to the Village proceeding to complete the Public Improvements.

**5. TRANSFER OF PROPERTY RIGHTS AND PAYMENTS**

- a. CEFCU agrees to execute any and all necessary documents granting title to the Village for the Public Improvements to be owned by the Village upon request after (and to the extent that) CEFCU obtains title to the Property in the Foreclosure Case.

- 6. RELEASE.** In return for the consideration stated in paragraphs 1 through 5 of this Settlement Agreement CEFCU and the Village hereby fully release and forever discharge each other from any and all civil claims, demands, injuries and causes of action, for damages, attorneys fees and costs or any other relief, in law or in equity, based on claims arising out of or related to the Dispute, and arising on or before the Date of this Agreement; provided, that nothing herein is intended to affect CEFCU's rights asserted in the Foreclosure Case, and provided further, that nothing herein is intended to release the Parties from their obligations under this Settlement Agreement, or under the Annexation Agreement as restated/amended pursuant to the terms of this Settlement Agreement.

- 7. RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN:** CEFCU and the Village expressly acknowledge that, subject to the limitations set forth in paragraph 6 above, this Settlement Agreement and Release is intended to include in its effect without limitation, any and all claims, damages and liabilities which are known, unknown or exist or suspected to exist in either Party's favor against the other party at the time of execution hereof concerning and related to the Dispute, and that this Settlement Agreement and Release contemplates the complete extinguishment of any and all such claim, claims, damages or liabilities.

8. **NO ADMISSION.** The Parties acknowledge that this Settlement Agreement is entered into solely in order to resolve the Dispute, and nothing contained herein shall constitute, is intended as, or shall be construed to be an admission of any wrongdoing, omission, failure to act, or illegal act on the part of the Village or evidence that any alleged wrongdoing, omission, failure to act or illegal act occurred.
9. **BREACH.** In the event that a Party fails to promptly satisfy the terms of this Settlement Agreement, the non-breaching Party shall have the right to bring suit upon this Settlement Agreement and shall recover pre-judgment interest at the rate of 9% per annum or the maximum rate of interest permitted by applicable law, whichever is lower, and attorney's fees and costs associated with the suit or any subsequent appeals thereof. The remedy provided in this paragraph is not intended to be a sole remedy or to in any way limit a Party's right to seek any type of redress, claim, or damages available under the law or at equity, including, without limitation, specific performance and/or mandamus.
10. **GOVERNING LAW/JURISDICTION/VENUE.** This Settlement 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 Settlement Agreement is being executed at the The Law Offices of Patrick T Dunn P. C., Kankakee, Illinois. Any legal action taken concerning this agreement, including but not limited to enforcement hereof, shall occur in the 21<sup>st</sup> judicial Circuit, Kankakee County, Illinois.
11. **WAIVER AND AMENDMENT.** No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Settlement Agreement may be amended only by a written agreement executed by the Parties in interest at the time of the modification.
12. **COUNTERPARTS.** This Settlement Agreement may be executed in counterparts and each counterpart will become effective and binding on the Date of this Agreement.
13. **SEVERABILITY.** If any term, provision or condition contained in this Settlement Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Settlement Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable), shall not be affected thereby, and each and every other term, provision and condition of this Settlement Agreement shall be enforceable to the fullest extent permitted by law.

14. **ENTIRE AGREEMENT.** This Settlement Agreement constitutes the entire agreement among the Parties and fully supersedes any and all prior understandings, representations, warranties, and agreements, whether consistent or inconsistent with the terms hereof.

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IN WITNESS WHEREOF, the Parties hereto intend this Agreement to be effective as of the Date of this Agreement.

**VILLAGE OF BOURBONNAIS:**

By: \_\_\_\_\_  
**Village President**

**ATTEST:**

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

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SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**

**CEFCU:**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

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**EXHIBIT "A"**

**EXISTING ANNEXATION AGREEMENT**

**EXHIBIT "B"**  
**PUBLIC IMPROVEMENTS LIST**