



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-

July 18, 2016

5:15 p.m.

1. Call to Order
2. Roll Call
3. Public Hearing – Appropriation Ordinance 16-2021
4. Public Comments
5. Adjournment



Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING
- AGENDA -

July 18, 2016

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. ROLL CALL: Clerk Simeur

2. APPROVAL OF MINUTES: July 5, 2016

a. Regular Board Minutes

3. REPORTS FROM COMMISSIONS AND ADVISORY BOARDS

4. BIDS AND QUOTES

a. Administration Building Sign Bids

5. CORRESPONDENCE

6. FINANCE COMMITTEE

Trustee Vera Amiano, Chair

a. Consideration to Approve Accounts Payable July 18, 2016

b. Treasurer's Report

c. Ordinance No. 16-2021 (An Ordinance Making Appropriations For Corporate And Other Purposes Of The Village Of Bourbonnais, Kankakee County, Illinois For The Fiscal Year Ending April 30th, 2017) Second Reading.

7. POLICE COMMITTEE

Trustee Bruce Greenlee, Chair

a. Ordinance No. 16-2022 (An Ordinance Authorizing The Placement Of Temporary Stop Signs At The Intersection Of Armour Road And Stadium Drive Within The Village Of Bourbonnais, Kankakee County, Illinois) First Reading.

b. Ordinance No. 16-2023 (An Ordinance Approving an Intergovernmental Agreement Between the Kankakee County Emergency Telephone System Board and the Village of Bourbonnais Regarding Kancomm Dispatching Services) First Reading.

This notice posted this
15th day of July 2016 in
accordance with the
Open Meetings Act.

8. **COMMUNITY & ECONOMIC DEVELOPMENT**
Trustee Vera Amiano, Chair
9. **PUBLIC WORKS COMMITTEE**
Trustee Bruce Greenlee, Chair
10. **PARKS & RECREATION COMMITTEE**
Trustee Jeff Keast, Chair
11. **FRANCHISE, LICENSE & ADMINISTRATION**
Trustee Rick Fischer, Chair
12. **ANNEXATION, BUILDING & ZONING COMMITTEE**
Trustee Rick Fischer, Chair
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
20. **OLD BUSINESS**
21. **NEW BUSINESS**
22. **PUBLIC COMMENTS**
23. **ADJOURNMENT**



Village of Bourbonnais
VILLAGE BOARD MEETING
~MINUTES~
Monday, July 5, 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 Craig Blanchette, President of AQUA Illinois, Inc.

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 and Village Administrator Michael Van Mill. Village Attorney Patrick Dunn was absent.

2. **APPROVAL OF MINUTES:**

a. **Regular Board Minutes**

A motion was made by Trustee Amiano and seconded by Trustee Fischer to suspend the reading and approve the Regular Board Meeting minutes from June 20, 2016. Motion passed on a voice vote of 6-0.

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

4. **BIDS AND QUOTES:** None.

5. **CORRESPONDENCE:** Mike Van Mill noted that a letter from Congresswoman Robin Kelly was received regarding a request for Federal funding for the pedestrian bridge near ONU and Main St. Mayor Paul Schore said there are no guarantees but it definitely helps to have her put in the request on our behalf.

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

a. **Consideration to Approve Accounts Payable July 5, 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. **Ordinance No. 16-2021 (An Ordinance Making Appropriations For Corporate and Other Purposes of the Village Of Bourbonnais, Kankakee County, Illinois for the Fiscal Year Ending April 30th, 2017) First Reading.**

Following the first reading of the Ordinance by Village Clerk Simeur, Finance Director Mike Wolf gave a brief overview of the Ordinance. He said that the sewer interceptor project is the reason for the increase over last year.

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

Trustee Keast reported that the painting of park equipment continues and some new equipment will be installed.

Mayor Schore commented on the potential skateboard park near the Municipal Center and asked for the Board's for the project by way of an informal vote. Motion was made by Trustee Keast and seconded by Trustee Fischer to support the skateboard park.

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

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

Bob Steinke, Chairman of the Bourbonnais Friendship Festival committee, gave an update on a very successful event this year.

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

Craig Blanchette from AQUA of Illinois, gave an overview of the nearly \$2,000,000 in water main repair projects in Bourbonnais.

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

Trustee King reported that the installation of the three new A/C units on top of the Municipal Center was completed recently.

16. **COMMITTEE MEETINGS SET:**

- Finance - Wednesday, July 13, 2016 at 4:00 p.m. at the Administration Building.
- Parks - Wednesday, July 13, 2016 at 5:00 p.m. at the Administration Building.

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

Refer to the Village Administrator memo that is attached.

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

19. **VILLAGE PRESIDENT'S REPORT:**

Paul Schore, Village President

Village President Paul Schore thanked the Friendship Festival committee for all of the hard work that they put into the event to make it the best in the area.

20. **OLD BUSINESS:**

Trustee Littrell asked about the proclamation for the BBCHS Band, and if one will be presented to them. Village President Schore reported that a proclamation is pending.

21. **NEW BUSINESS:** None.

22. **PUBLIC COMMENTS:** None.

23. **ADJOURNMENT:**

A motion was made by Trustee King and seconded by Trustee Keast to adjourn the regular board meeting. Motion passed on a voice vote of 6-0 and the meeting adjourned at 5:56 p.m.

Respectfully Submitted by:

~~~ Pending Board Approval ~~~

Brian Simeur, Village Clerk



Village of Bourbonnais

600 Main Street NW * Bourbonnais Illinois 60914

(815) 937-3570
Fax (815) 937-3467

MEMORANDUM

TO: Village Board

FROM: Laurie Wimberly

DATE: July 14, 2016

RE: Municipal Center Sign

The Village received bid for a new sign at the Village's Administration office. Following are the results of the bids:

Administration Building Sign Bids

Friendly Signs	\$43,064.00
Fast Signs	\$32,084.00
LED Direct	\$26,925.00

It is recommended that the Village Board award the bid in the amount of \$43,064.00 to Friendly Signs. The recommendation is based on the quality of products that met or exceeded the requirements of the bid requested.

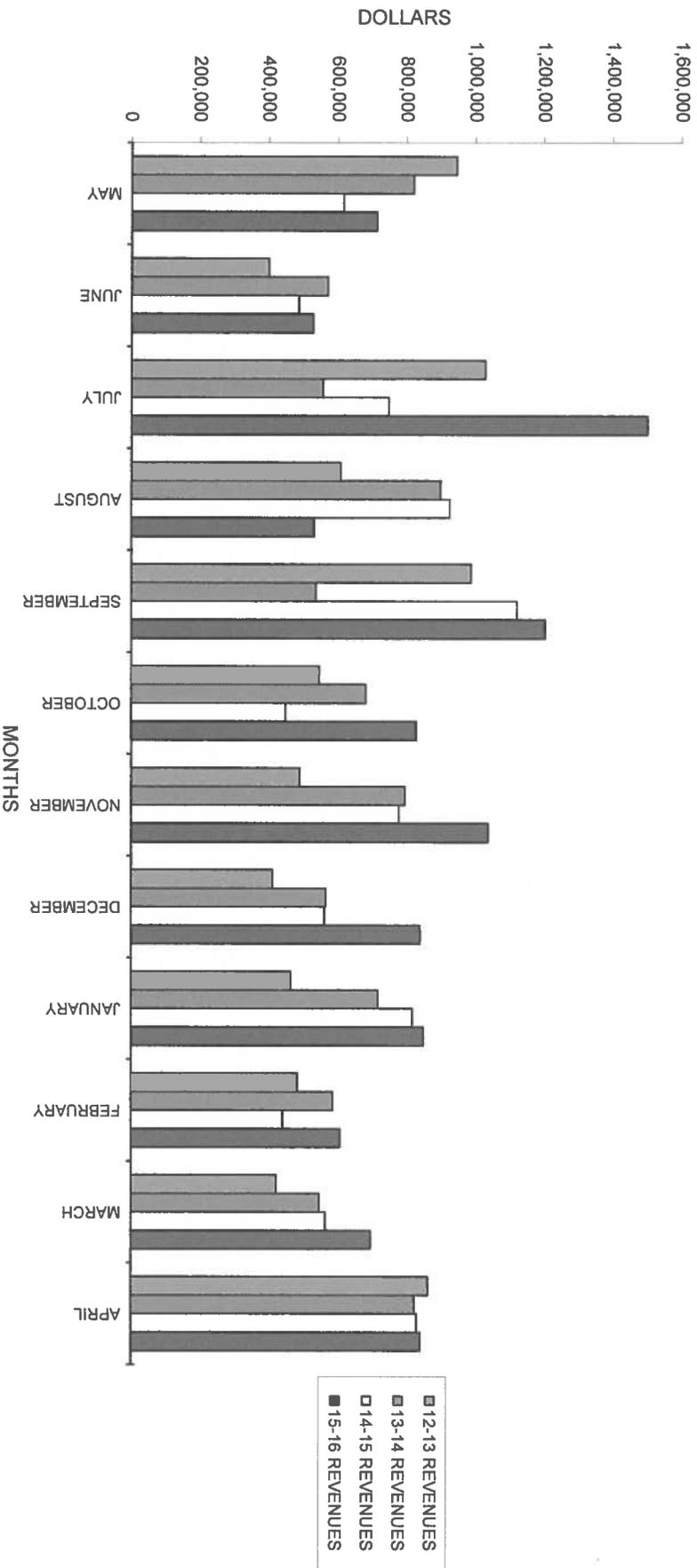
VILLAGE OF BOURBONNAIS

FINANCIAL SUMMARY

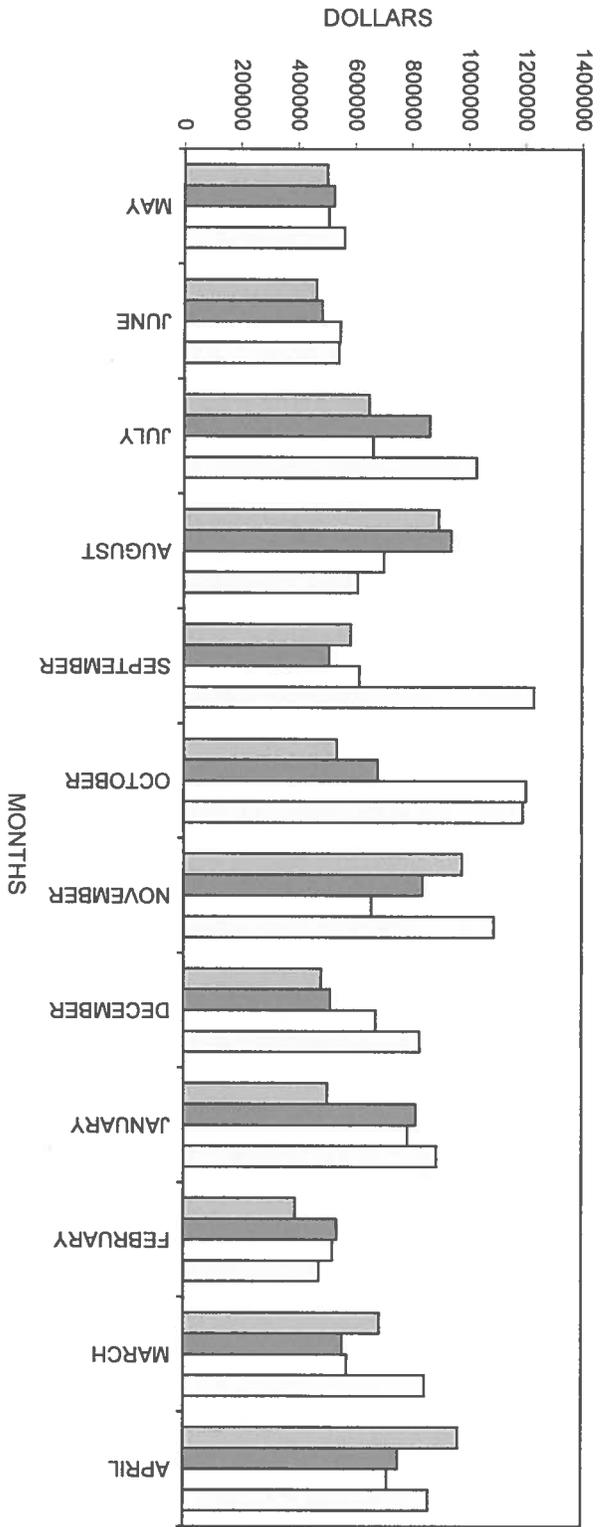
2015-16

REVENUES	YEAR TO DATE APRIL
TAX	\$6,747,547
LICENSE	\$35,100
FINE	\$198,479
REIMBURSEMENT	\$377,006
FRANCHISE	\$326,752
PERMIT	\$183,663
MISCELLANEOUS	\$2,300,860
TOTAL REVENUE	\$10,169,407
EXPENSES	
ADMINISTRATION	\$206,534
FINANCE	\$262,662
COMMUNITY DEVELOPMENT	\$71,608
POLICE	\$3,987,547
PUBLIC WORKS	\$1,255,866
CODE	\$352,347
STREETS	\$273,617
PARKS	\$90,202
BOARD	\$104,859
CENTRAL SERVICES	\$1,458,091
CAPITAL PROJECTS	\$2,098,861
TOTAL EXPENSES	\$10,162,194
DIFFERENCE	\$7,213

VILLAGE OF BOURBONNAIS



VILLAGE OF BOURBONNAIS



**VILLAGE OF BOURBONNAIS
KANKAKEE COUNTY, ILLINOIS**

ORDINANCE NO. 16-2021

**AN ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE
AND OTHER PURPOSES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY,
ILLINOIS FOR THE FISCAL YEAR ENDING APRIL 30TH, 2017**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS
KANKAKEE COUNTY, ILLINOIS
THIS ___ DAY OF JULY, 2016**

**Published in pamphlet form by Authority of the Board of Trustees of the Village of Bourbonnais,
Kankakee County, Illinois this ___ day of July, 2016.**

ORDINANCE NO. 16-2021

AN ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE AND OTHER PURPOSES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE FISCAL YEAR ENDING APRIL 30TH, 2017

BE IT ORDAINED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois as follows:

Section One: That for the purpose of defraying all the necessary expenses and liabilities of the General Fund, Motor Fuels Tax Fund (MFT), MFT Bond Fund, MFT Bond and Interest Fund, Special Tax Allocation Fund (TIF), Sewer Operating Fund, and Refuse Fund of the Village of Bourbonnais for the fiscal year commencing on the first day of May 2016, and ending on the 30th day of April, 2017, the following sums or so much thereof as by law may we authorized as indicated in Exhibit "A" – Expenses, and Exhibit "B" – Sources of Revenue, attached hereto, and made part hereof, commonly known as the Operating budget of the Village of Bourbonnais, Kankakee County, Illinois and made a part hereof by reference, be and the same are hereby set aside and appropriated for the General Fund, Motor Fuels Tax Fund (MFT), MFT Bond Fund, MFT Bond and Interest Fund, Special Tax Allocation Fund (TIF), Sewer Operating Fund, and Refuse Fund of the Village of Bourbonnais, Kankakee County, Illinois.

Section Two: That all unexpended balances of any item or items of any general appropriations made by this ordinance may be expended to make up the deficiency for any item or items in this appropriation ordinance. Nothing herein shall be construed to prohibit the right to make redistribution and allotment of funds herein appropriated when same have been found to be greater than or less than the amounts actually needed for the purpose for which amounts are appropriated.

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

Section Four: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

Section Five: that a certified copy of this ordinance shall be filed by the Village Attorney with the County Clerk within 10 days after adoption.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this ___ day of July, 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. 16-2021

AN ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE AND OTHER PURPOSES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE FISCAL YEAR ENDING APRIL 30TH, 2017

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"

GENERAL FUND EXPENSES

<u>DEPARTMENTS</u>	<u>FY 2016/2017 APPROPRIATION</u>	<u>FROM TAX LEVY</u>	<u>FROM SOURCES OTHER THAN TAX LEVY</u>
Administration	\$ 327,965	\$ 48,096	\$ 279,869
Finance	\$ 290,028	\$ 42,532	\$ 247,495
Community Development	\$ 15,706	\$ 2,303	\$ 13,403
Police	\$ 4,216,279	\$ 618,316	\$ 3,597,963
Public Works	\$ 1,211,138	\$ 177,613	\$ 1,033,525
Building Department	\$ 392,437	\$ 57,551	\$ 334,887
Streets and Drainage	\$ 204,040	\$ 29,922	\$ 174,118
Parks	\$ 78,584	\$ 11,524	\$ 67,060
Village Board	\$ 117,020	\$ 17,161	\$ 99,859
Central Services	\$ 1,100,439	\$ 161,379	\$ 939,060
Debt Services	\$ 712,858	\$ 104,540	\$ 608,318
Capital Projects	\$ 1,822,377	\$ 267,251	\$ 1,555,126
TOTAL APPROPRIATION	\$ 10,488,872	\$ 1,538,190	\$ 8,950,682

SPECIAL FUNDS EXPENSES

<u>FUND</u>	<u>FY 2016/2017 APPROPRIATION</u>	<u>FROM TAX LEVY</u>	<u>FROM SOURCES OTHER THAN TAX LEVY</u>
Special Tax Allocation Fund	\$ 114,701	\$ -	\$ 114,701
Motor Fuel Tax Fund	\$ 552,093	\$ -	\$ 552,093
Motor Fuel Tax Bond Fund	\$ -	\$ -	\$ -
Sewer Operating Fund	\$ 8,567,862	\$ -	\$ 8,567,862
MFT Bond & Interest Fund	\$ -	\$ -	\$ -
Refuse Fund	\$ 1,258,200	\$ -	\$ 1,258,200
TOTAL SPECIAL FUNDS	\$ 10,492,856	\$ -	\$ 10,492,856
TOTAL ALL FUNDS	\$ 20,981,728	\$ 1,538,190	\$ 19,443,538

1,538,190

VILLAGE OF BOURBONNAIS

ORDINANCE NO. 16-2022

**AN ORDINANCE AUTHORIZING THE PLACEMENT OF TEMPORARY STOP
SIGNS AT THE INTERSECTION OF ARMOUR ROAD AND STADIUM DRIVE
WITHIN THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
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. 16-2022

AN ORDINANCE AUTHORIZING THE PLACEMENT OF TEMPORARY STOP SIGNS AT THE INTERSECTION OF ARMOUR ROAD AND STADIUM DRIVE WITHIN THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

WHEREAS it is in the best interest of the health, safety and welfare of the residents of the Village of Bourbonnais for the placement of stop signs at certain intersections within the Village; and,

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees as follows:

Section One: That stop signs be placed at the intersection of Armour Road and Stadium at the following locations:

- Armour Road WB @ Stadium Drive
- Armour Road EB @ Stadium Drive

Section Two: That temporary stop sign shall be enforceable between the dates of Monday, July 25, 2016 through Monday, August 11, 2016.

Section Three: That this ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

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

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. 16-2022

AN ORDINANCE AUTHORIZING THE PLACEMENT OF TEMPORARY STOP SIGNS AT THE INTERSECTION OF ARMOUR ROAD AND STADIUM DRIVE WITHIN THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

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

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

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

(SEAL)

Village Clerk

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 16-2023

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE KANKAKEE COUNTY EMERGENCY TELEPHONE SYSTEM
BOARD AND THE VILLAGE OF BOURBONNAIS REGARDING KANCOMM
DISPATCHING SERVICES.**

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

ORDINANCE NO. 16-2023

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE KANKAKEE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD AND THE VILLAGE OF BOURBONNAIS REGARDING KANCOMM DISPATCHING SERVICES.

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 Village of Bourbonnais, Kankakee County, Illinois, a non-home rule Illinois municipal corporation, hereafter referred to as the “Village” and The Kankakee County Emergency Telephone System Board (ETSB); 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 State of Illinois has passed Public Act 99-0006 which requires that Kankakee County have only two (2) dispatch centers; and

WHEREAS, The Village desires to maintain the same high level of emergency dispatching services that its own dispatchers (tele-communicators) have given to the Village; and

WHEREAS, the Village in order to comply the terms of P.A. 99-0006 is entering into this Intergovernmental Agreement with the ETSB for KanComm dispatching services.

WHEREAS, negotiations with the Fraternal Order of Police are pending, and dispatching is essential to public safety and approval of this ordinance and the agreement is urgent, time is of the essence; 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 ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, AS FOLLOWS:

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

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 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: The Village Attorney is hereby authorized to take all necessary steps to complete said agreement.

Section Six: 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 a Ordinance numbered and entitled:

ORDINANCE NO. 16-2023

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE KANKAKEE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD AND THE VILLAGE OF BOURBONNAIS REGARDING KANCOMM DISPATCHING SERVICES.

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 KANKAKEE
COUNTY EMERGENCY TELEPHONE SYSTEM BOARD AND THE
VILLAGE OF BOURBONNAIS CONCERNING DISPATCH SERVICES
FROM KANCOMM.**

This agreement (“Agreement”) is made and entered on the latest date shown for a signature on the signature page hereof (“Effective Date”), between the KANKAKEE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, Kankakee County, Illinois (the “ETSB”) and the VILLAGE OF BOURBONNAIS, Illinois municipal corporation (the “Village”). Collectively the ETSB and the Village shall be referred to as the “Parties” and individually as a “Party”.

WHEREAS, This Agreement 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 ETSB is a unit of local government established pursuant to the terms of the Emergency Telephone System Act, 50 ILCS 750/15.4; and

WHEREAS, the ETSB, the City of Kankakee and the Kankakee County created a county-wide coordinated public safety communications system located in Kankakee County, known as KanComm, by Intergovernmental Agreement dated 4 April 2002.

WHEREAS, the ETSB is authorized by the 4 April 2002 Intergovernmental Agreement to enter into contracts to provide dispatch or other services to such other agencies or entities consistent with the purposes of the joint communication system; and

WHEREAS, “Public safety answering point” or “PSAP” means the initial answering location of an emergency call as defined in 50 Ill. Comp. Stat. Ann. 750/2.

WHEREAS, The State of Illinois has passed Public Act 99-0006 which requires that Kankakee County have only two (2) dispatch centers; and

WHEREAS, The Village desires to maintain the same high level of emergency dispatching services that its own dispatchers (tele-communicators) have given to the Village; and

WHEREAS, the Village in order to comply the terms of P.A. 99-0006 is entering into this Intergovernmental Agreement with the ETSB for KanComm dispatching services.

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 ETSB 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. Services Provided by the ETSB. The ETSB hereby agrees that it shall be the PSAP for the VILLAGE. In particular, ETSB shall at a minimum provide to VILLAGE, hereafter collectively referred to as the “Dispatcher Services”, the following:

- (a) accept and promptly transmit to the appropriate agency all emergency calls for police, fire, ambulance and other emergency services and activate sirens, alarms and other emergency signals as necessary;
- (b) The ETSB additionally agrees that the VILLAGE shall use a call box type device at its police department, and the ETSB shall monitor that call box and inform the VILLAGE Police Department when services are requested by any person at that call box.
- (c) serve as the PSAP for the VILLAGE, using equipment, systems and procedures which comply with all applicable laws;
- (d) accept and promptly transmit to the appropriate person or agency all calls to the main telephone number of the Bourbonnais Police department, (815) 937-3579, including both emergency and non-emergency calls, according the highest priority to calls for emergency services;
- (e) monitor radio traffic on both emergency and non-emergency frequencies, and receive and transmit, as appropriate, radio calls from field units;
- (f) obtain emergency look-ups when requested by VILLAGE police, including warrant checks, NCIC/SCIC information, motor vehicle and driver information, and other look-ups;
- (g) provide a centralized point for command and control during emergency situations;
- (h) maintain written operating procedures for receiving and responding to all calls and provide to VILLAGE, through its Chief of Police, written notice of all changes in these procedures;
- (i) maintain a log of all calls received and dispatched;
- (j) furnish regular reports of activities, through the Chief of Police.

The VILLAGE desires to maintain the current level of service it has with its own dispatching staff and therefore the ETSB shall provide six (6) full time dispatchers who are dedicated solely to the VILLAGE Dispatcher Services. The ETSB shall provide Dispatcher Services continuously, 24 hours a day, seven days a week, including all State of Illinois and federal holidays; provided, however, that Dispatcher Services shall be provided to VILLAGE to the extent possible utilizing the ETSB's dispatcher personnel and equipment that are dedicated to the VILLAGE. In the event of immediate, overlapping needs for Dispatcher Services, the calls, when possible, shall have priority in accordance with the seriousness of the service requested. The term "priority" shall have the meaning determined by the ETSB.

Section 3. Bourbonnais Dispatchers (Telecommunicators). The VILLAGE currently employs six (6) full time Dispatchers (Telecommunicators), and is a party to a collective bargaining

agreement with the Fraternal Order of Police for the services of said Dispatchers. The ETSB agrees that it shall offer each of the full time current Bourbonnais Dispatchers full time employment as a dispatcher at KanComm under their existing Fraternal Order of Police collective bargaining agreement. Said employment to begin when the VILLAGE closes its dispatching services, estimated to be January 1, 2017. Bourbonnais Dispatchers time of service with the VILLAGE shall be used in computing their starting pay with KanComm, all other terms of the existing KanComm Collective Bargaining Agreement shall control.

Section 4. Dispatcher Services Disruption or Failure; Waiver. If Dispatcher Services are disrupted or fail for any reason, the ETSB shall notify VILLAGE of such disruption as soon as practicable and shall inform VILLAGE of the nature or failure as well as the expected length of time before Dispatcher Services will be restored. The ETSB also shall notify VILLAGE as soon as Dispatcher Services are restored. VILLAGE thereby waives and releases any and all claims for causes of action against the ETSB for costs, fees, claims or expenses incurred by VILLAGE that arise out of or relate in any way to such disruption or failure of Dispatcher Services.

Section 5. Equipment and Property. Each party to this agreement shall continue to be responsible for the equipment installed and property at their respective locations. Any modifications to existing equipment or other equipment and costs necessary to come on line for the Dispatcher Services shall be the responsibility of ETSB, the VILLAGE shall only be responsible for payments as required by Exhibit "A" and nothing further. Any equipment installed on the premises of the ETSB necessary to the provision of the Dispatcher Services shall become the property of the ETSB. Neither party intends to transfer property, property rights nor equipment to the other by the terms of this agreement.

Section 6. Payment. VILLAGE thereby agrees to pay the ETSB, for all Dispatcher Services provided by the ETSB a sum to be determined annually by the ETSB according to Exhibit "A".

Section 7. Time for Payment. VILLAGE shall pay to the ETSB, on a monthly basis, its respective fee for each year during the term of this agreement. The first installment shall be paid by VILLAGE to the ETSB on January 1, 2017 and monthly thereafter.

Section 8. Effective Date: Term: Termination. This Agreement shall commence on January 1, 2017 and shall remain in full force and effect until December 31, 2101 This agreement shall be renewed automatically thereafter, without additional actions of the Parties, for successive one-year terms unless written notice of cancellation of this agreement is received by the ETSB at least 180 days prior to the date of expiration of the current term of this Agreement. VILLAGE may terminate this agreement at any time by written notice of such termination received by the ETSB at least 180 days in advance of the date of termination or within 30 days of written notice to ETSB of its failure to provide contract Services . The ETSB may terminate this agreement upon 180 days' notice to VILLAGE or upon the failure of VILLAGE to make the payments required pursuant to Section 5 of this agreement within 30 days after written notice from the

ETSB of the overdue amount. In the event that VILLAGE staffing drops to a point that is deemed unacceptable in the opinion of the VILLAGE Chief of Police prior to the January 1, 2017 commencement date, the ETSB shall begin dispatching services under this agreement within twenty-four (24) hours written notice from the VILLAGE. The provisions for dedicated dispatching staff found in Section 2 shall be temporarily waived for thirty (30) days if this twenty-four (24) hour notice is used. The VILLAGE shall have the right to eliminate the dedicated dispatching staff requirement in Section 2 with 180 days written notice to ETSB. After the required written notice, the ETSB shall be allowed to use generalized ETSB staffing to provide Dispatching Services. If the VILLAGE exercises its right to remove the dedicated dispatchers requirement, as the Village is agreeing to pay a premium for dedicated dispatchers in this agreement, the ETSB agrees that it will renegotiate the monthly payments required by Exhibit "A".

Section 9. Policies. The ETSB shall promulgate, from time to time, as needed, operational rules and procedures for the provisions of Dispatcher Services pursuant to this agreement and make recommendations on the budget to be established from time to time by The ETSB to cover the costs of Dispatcher Services.

Section 10. Enforcement. The parties hereto 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; provided, however, that VILLAGE agrees that it shall not seek, and does not under any circumstances have the right to seek, to recover any judgment for monetary damages against the ETSB or any ETSB elected or appointed officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, performance, or breach of any of the terms or conditions of this agreement, except only against the ETSB in the event of a willful and malicious failure and refusal by the ETSB to provide Dispatcher Services in accordance with the terms 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, incurred in connection with such judicial proceeding. However, in no event shall VILLAGE's accumulative liability exceed its unpaid annual fees and reasonable costs and fees for collection of same.

Section 11. Indemnity. The ETSB agrees to hold harmless, indemnify and defend VILLAGE from any and all claims, demands, liabilities, and suits in law or in equity that may arise from or out of the ETSB's performance of this agreement. VILLAGE agrees to hold harmless indemnify and defend the ETSB from any and all claims, demands, liabilities and suits in law or in equity that may arise from or out of the provision of the Dispatcher Services, or VILLAGE's performance of this agreement.

Section 12. Appropriations. The ETSB agrees to appropriate annually such funds as may be reasonably necessary to provide Dispatcher Services pursuant to this agreement. VILLAGE agrees to appropriate annually all funds required to make payments to the ETSB pursuant to this agreement.

Section 13. 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 14. 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 ETSB:

Kankakee County Emergency Telephone System Board
9-1-1 Coordinator
2380 West Station Street
Kankakee, Illinois 60901

For notices and communications to the VILLAGE:

Village President
Village of Bourbonnais
700 Main Street N.W.
Bourbonnais, Illinois 60914

With a copy to:

Village Attorney
700 Main Street N.W.
Bourbonnais, Illinois 60914

Section 15. 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 16. 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 17. 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.

KANKAKEE COUNTY ETSB

By: _____
Its President

Attest: _____
Its Secretary

Dated: _____

**VILLAGE OF BOURBONNAIS,
ILLINOIS**

By: _____
Village President

Attest: _____
Village Clerk

Dated: _____

Exhibit "A"

PAYMENT FORMULA

VILLAGE shall pay for Dispatching Services as follows:

1. Effective Date of this agreement through November 30, 2017 gross monthly payments of \$43,665.50. (This payment has been calculated based upon six (6) dedicated dispatchers at \$87,000.00 per year per dedicated dispatcher.)
2. Each successive fiscal year after November 30, 2017- The ETSB shall be allowed to increase the required payments from the VILLAGE by no more than four percent (4%) per year with sixty (60) days written notice prior to said increase becoming effective.

Events Calendar

Monthly View

14 July 2016

14 July 2016						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
31	1	2	3	4	5	6

Independence Da ...

05:30pm Board Meeting

08:30am Submittal Deadl ...

05:30pm Board Meeting

06:30pm Planning Commis ...

Default | Holiday | Board Meetings | All Categories ..

Events Calendar

Monthly View

August 2016

August 2016

July

September

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

31

1

2

3

4

5

6

7

8

9

10

11

12

13

32

15

16

17

18

19

20

33

22

23

24

25

26

27

34

29

30

31

1

2

3

35

08:30am Submittal Deadl ...

05:30pm Board Meeting

05:30pm Board Meeting

06:30pm Planning Commis ...

Default | Holiday | Board Meetings | All Categories ..