



Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING ~ AGENDA ~

October 5, 2015

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. ROLL CALL: Clerk Simeur

2. APPROVAL OF MINUTES: September 21, 2015

a. Regular Board Minutes

3. REPORTS FROM COMMISSIONS AND ADVISORY BOARDS

4. BIDS AND QUOTES

5. CORRESPONDENCE

6. FINANCE COMMITTEE

Trustee Vera Amiano, Chair

a. Consideration to Approve Accounts Payable October 5, 2015

b. Treasurer's Report

7. POLICE COMMITTEE

Trustee Bruce Greenlee, Chair

a. Ordinance No. 15-2002 (An Ordinance Authorizing The Placement of Stop Signs At Various Locations Within The Village Of Bourbonnais, Kankakee County, Illinois). First Reading.

8. COMMUNITY & ECONOMIC DEVELOPMENT

Trustee Vera Amiano, Chair

9. PUBLIC WORKS COMMITTEE

Trustee Bruce Greenlee, Chair

**This notice posted
this 2nd day of October
2015 in accordance
with the Open
Meetings Act.**

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
 - a. Ordinance No. 15-2004 (An Ordinance Authorizing the Execution of an Annexation Agreement by the Village Of Bourbonnais, Illinois with Cornerstone Church in the Village of Bourbonnais, Kankakee County, Illinois). First Reading.

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

14. **UTILITY COMMITTEE**
Trustee Jack Littrell, Jr., Chair
 - a. Ordinance No. 15-2003 (An Ordinance Approving and Authorizing the Execution of a Storm Sewer Easement Between for Property at or Near 118 Main Street N.W. in the Village of Bourbonnais, Kankakee County, Illinois). First Reading.

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

ORDINANCE NO. 15-2002

**AN ORDINANCE AUTHORIZING THE PLACEMENT OF STOP SIGNS AT VARIOUS
LOCATIONS WITHIN THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS ____ DAY OF _____, 2015**

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

ORDINANCE NO. 15-2002

AN ORDINANCE AUTHORIZING THE PLACEMENT OF STOP SIGNS AT VARIOUS LOCATIONS 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 following locations:

- Barrington Lane northbound at Guildford Drive/Barrington Drive
- Barrington Lane southbound at Guildford Drive/Barrington Drive
- Oak Street (Private Drive) west bound at Sportsman Club Road
- Jones Drive north bound at Arbor Parkway/Grove Way

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

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

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

PAUL SCHORE, Village President

ATTEST:

BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE)

SS.

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-2002

AN ORDINANCE AUTHORIZING THE PLACEMENT OF STOP SIGNS AT VARIOUS LOCATIONS 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 _____, 2015.

(SEAL)

Village Clerk

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 15-2004

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT BY THE VILLAGE OF BOURBONNAIS, ILLINOIS WITH
CORNERSTONE CHURCH IN THE VILLAGE OF BOURBONNAIS,
KANKAKEE COUNTY, ILLINOIS**

**ADOPTED BY THE BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNIAS, 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. 15-2004

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BY THE VILLAGE OF BOURBONNAIS, ILLINOIS WITH CORNERSTONE CHURCH IN THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

WHEREAS, it is in the best interests of the village of Bourbonnais, Kankakee County, Illinois (the "Village") that a certain Annexation Agreement (the "Agreement") pertaining to certain real property legally described on Exhibit A of the attached Annexation Agreement be entered into by the Village and the Owner of the real property, American Lutheran Church of Kankakee, (the "owner"); and

WHEREAS, An Annexation Agreement for the property has been negotiated and agreed to upon by the Village and the Owner, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, The Village of Bourbonnais Plan Commission has previously held a public hearing on the annexation and the proposed zoning of R-1 One-Family Residence with a special use permit for a church; and

WHEREAS, the Village of Bourbonnais Corporate Authorities previously held a public hearing on this annexation agreement on and having reviewed the agreement and the terms and conditions therein, believe entering into this agreement is in the best interests of the Village and its citizens; and

WHEREAS, the Owner is ready willing and able to enter into this agreement and perform all of the terms, conditions and obligations set forth herein; and

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

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

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

SECTION TWO: That the Village President and Clerk are hereby authorized and directed to execute the document entitled "Annexation Agreement" by and between the Village and Owner of the real property legally described on Exhibit

A of the Annexation Agreement, a copy of said Agreement is attached hereto as Exhibit A and incorporated herein by reference to this ordinance.

SECTION THREE: That the Ordinance has been approved by the vote of at least two-thirds (2/3) of the Corporate Authorities.

SECTION FOUR: From and after execution and delivery of the Annexation Agreement, the officers, agents, and employees of the Village are hereby authorized, empowered and directed to perform such acts and things and the execution of all such documents as may be necessary to carry out the intent and to accomplish the purposes of this ordinance and to comply with and make effective provisions of the Annexation Agreement, as executed.

SECTION FIVE: The Village Attorney shall record a copy of the Annexation Agreement with the Kankakee County Recorder's Office.

SECTION SIX : 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 the Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this ____ day of _____, 2015.

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

PAUL SCHORE, Village President

ATTEST:

BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-1992

AN ORDINANCE APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE MAIN STREET/UNIVERSITY AVENUE REDEVELOPMENT PROJECT AREA IN 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 _____, 2015.

(SEAL)

Village Clerk

EXHIBIT A

ANNEXATION AGREEMENT

RETURN TO:
Village of Bourbonnais
600 Main Street, N.W.
Bourbonnais, IL 60914
Attention: Laurie Cyr



THE ABOVE SPACE FOR RECORDER'S USE

ANNEXATION AGREEMENT

This Annexation Agreement is made and entered into on this _____ day of May, 2015 between the Village of Bourbonnais, an Illinois municipal corporation, hereinafter referred to as the "Village" and Cornerstone Church, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, the Owner is the owner of real property legally described in Exhibit "A" and by survey attached hereto and made a part hereof, together with improvements, rights, easements, servitudes, privileges and appurtenances thereto; and

WHEREAS, there is a question as to whether the subject property is in unincorporated Kankakee County; and

WHEREAS, the Owner and the Village desire to have an orderly entry of the property into the Village of Bourbonnais; and

WHEREAS, the Village purportedly annexed the subject property set forth in Exhibit "A" into the Village on or about November 15, 2004; and

WHEREAS, such an attempt at annexation attached a Pre-Annexation Agreement for an entirely different property owned by different owners; and

WHEREAS, said annexation may have been defective in several ways; and

WHEREAS, the Village has treated the subject property as being the unincorporated area of Kankakee County, rather than the Village of Bourbonnais since the discovery of the error; and

WHEREAS, both parties hereto wish to avoid any unnecessary litigation with regard to the annexation/de-annexation of the property in question and the costs associated thereto; and

WHEREAS, the parties wish to enter into a binding Annexation Agreement in order to properly annex the subject property into the Village of Bourbonnais and have a binding Annexation Agreement, the consideration for the same being the re-annexation of the property into the Village of Bourbonnais and the avoidance of de-annexation or any other legal proceedings and expense; and

WHEREAS, there are no Electors residing on this territory; and

WHEREAS, both parties intend that this Annexation Agreement be the sole and only binding Annexation Agreement concerning this territory and the previously used agreement that was adopted or used in any ordinance annexing this territory shall not be binding upon the Village nor upon the territory herein.

WHEREAS, the subject property is not within the corporate limits of any other municipality; and

WHEREAS, the subject property currently has an agricultural zoning; and

WHEREAS, the subject property is currently contiguous to the corporate limit to the Village; and

WHEREAS, the owner proposes to continue to have the subject property as a privately owned religious facility operated not for profit with the permitted uses as special uses in the R-1 Residential Zoning District; and

WHEREAS, the Village makes the following findings regarding the granting of a Special Use Permit for the development of the subject property and the continued use of the subject property as a private owned religious facility operating not for profit with uses permitted as special uses in the R-1 Residential Zoning District aforementioned:

1. That the proposed Special Use Permit is necessary and desirable to provide a service that is in the best interest of public convenience, and will continue to be to the general welfare of the Village.
2. That the proposed Special Use Permit will not be detrimental to or endanger the public safety, health, morals, comfort or general welfare of the Village, or the people working at the facility.
3. That the proposed Special Use Permit will not be injurious to the use and enjoyment of the property in the Village, nor impair property values within the Village.

4. That the proposed Special Use Permit will not impede the normal and orderly development and improvement of the Village for the uses permitted in the Village.
5. That the proposed Special Use Permit will comply with the regulations and conditions specified in the zoning code for such use and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees; and

WHEREAS, the Corporate Authorities of the Village, having received the proposed annexation and agreement in substance and form and it provided necessary notice for consideration of the same at a public meeting; and

WHEREAS, after due and careful consideration, the Village has concluded that the future annexation and development of the subject property upon the terms and conditions hereinafter set forth would further the growth of the Village and enable the Village to control the development of the area and serve in the best interest of the Village and the people of Bourbonnais; and

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

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

WHEREAS, the subject property upon annexation will be zoned R-1 Residential Zoning District.

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

ARTICLE I RECITALS INCORPORATED

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

ARTICLE II
ANNEXATION AND ZONING

- A) The Village shall, within seven (7) days after the adoption of this ordinance, record and file copies of the Annexation Ordinance and Annexation Plat with the Kankakee County Recorder and the Kankakee County Clerk.
- B) Immediately following adoption of the ordinance annexing the subject property into the Village, the Corporate Authorities of the Village shall adopt such ordinances as are necessary to cause the subject property to be classified and deemed zoned R-1 Residential Zoning District.
- C) Immediately following adoption of the ordinance annexing the subject property into the Village, the Corporate Authorities of the Village shall grant to Owner a Special Use Permit for the use of the subject property as a privately owned religious facility not operated for profit.

ARTICLE III
EASEMENTS

The Owner agrees to grant all necessary easements to serve the subject property as it is proposed to be developed, provided such easements shall not interfere with the Owner's long range plan for the development of the subject property. The easements will name the Grantee as the Village for the extension of storm and sanitary sewers, electric, gas, telephone, cable, television, water or any other utilities, or other improvements which may not presently serve the subject property. Such easements shall run with the land in perpetuity. For purposes of this paragraph, any change or construction in the roadways presently known as Career Center Road and St. George Road shall not be deemed to be development of the subject property, and any and all costs related to the improvement of said roadways or any sidewalks requested or required by the Village shall not be a cost of the Owner. These easements shall provide for construction, maintenance and repair and replacement of roadways and such utilities. Owner agrees to specifically grant the Village an easement for storm water uses as depicted on Exhibit "B" attached hereto and made a part hereof.

ARTICLE IV
STORM AND SANITARY SEWERS –
CONSTRUCTION, APPROVAL AND CONVEYANCE

The Village agrees to construct at Village expense a sanitary sewer to the southeast corner of the property along St. George Road to a point as marked upon the Plat of Annexation attached hereto as Exhibit "A". The Village shall not be liable for, nor required to construct any laterals or connections to said sanitary sewer pipe. The Owner shall be allowed to connect to said sanitary sewer pipe as stated in the Code of

Ordinances of the Village, as allowed or limited by this Agreement. The parties agree that there is no deadline on the Village to commence or complete the construction aforementioned.

ARTICLE V UTILITIES AND IMPROVEMENTS

- A) The Owner will grant to the Village any necessary easements along St. George Road for the construction of all private storm and sanitary sewers, laterals and extension service.
- B) Except as otherwise provided, any new electrical, telephone, cable, water, gas, or television installations to the buildings on the subject property shall not be the responsibility of the Village, but shall be dealt with by the property owner and the utility involved therein. It is agreed by and between the parties hereto that any and all installations of electric, telephone, cable, water, or gas at any point on the subject property shall be underground and shall not be above ground at any point.
- C) The Village shall co-operate with Owner in obtaining any necessary permits, easements and approvals required from parties other than the Village in order to provide the sanitary sewer service and develop the subject property in accordance with this Agreement.
- D) Owner shall, prior to the approval of a Final Plat of the subject property, dedicate to the Village a fifty (50) foot right-of-way for any roadway extension and sidewalk along with the necessary utility easements within the subject property along the western edge of the subject property and the eastern edge of Career Center Road. Such measurement shall be from the centerline of said roadway.
- E) All such improvements and maintenance of said extensions or existing roadways and sidewalks as requested by the Village of Bourbonnais shall be solely at the cost of the Village. No contribution whatsoever above shall be required by Owner for such additions or expansions of the roadway and any sidewalks or utilities thereon.
- F) The Village hereby agrees that a roadway off Career Center Road to the subject property will not be precluded at the time of any expansion of the subject property.
- G) While this Agreement shall not affect the rights to bring water to the premises, it is agreed that Owner will be allowed to maintain and use the current well that exists on the property. Nothing in this paragraph shall require the Village to fight, object to, or pay for any requirements on owner to connect to the city

water or pipe water services in force by some other agency authority, or entity other than the Village of Bourbonnais.

- H) In the event of further development of Career Center Road and in the event that the Village of Bourbonnais requires a turn lane to enter the property from said roadway, then and only then will the Village of Bourbonnais be required to pay for and complete the construction of such a turn lane that they might require.

**ARTICLE VI
PLAT APPROVAL AND PERMIT APPROVAL**

- A) This Agreement provides that any development of the subject property, subject to Paragraph (c) below, shall meet all Village zoning.
- B) All structures presently existing on the property, or any fences presently erected thereon, shall be considered to be grandfathered as to their continued existence by this Agreement.
- C) The requirement of a sprinkler system for any portion of existing or new construction shall be waived as to owner until such time as the owner elects to bring city water to the property. The owner shall, at all times, comply to International Building Code Rules and Regulations as to the need or requirement for any sprinkling system. In the event a sprinkling system is required and city water is not yet available to the site, such sprinkling system may be accomplished with an additional well and adequate holding tanks rather than the use of city water supplied. Once city water is on site, the requirement for sprinkling system shall comply with Village ordinances.
- D) In the event of future construction or improvements to St. George Road or Career Center Road, the Village agrees that suitable vehicular access will be provided to the site from both roads without any additional cost to the owner.
- E) The language of this Agreement shall be in addition to and shall supersede any subsequent regulations, ordinances, or other resolutions passed by the Village.

**ARTICLE VII
BINDING EFFECT AND TERM AND
COVENANTS RUNNING WITH THE LAND**

- A) This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record, assigns, lessees, and any ultimate purchasers of the subject property.

- B) This Agreement shall be recorded by the Village in the office of the Recorder of Deeds, Kankakee County, Illinois, at Village's expense.
- C) The terms and conditions of this Agreement shall constitute covenants which shall run with the land.

ARTICLE VIII NOTICES

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

For the Village:

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

For the Owner:

Cornerstone Church
855 W 5000 N Road
Bourbonnais, IL 60914

ARTICLE IX FEES AND COSTS

In the event either party to this Agreement institutes legal proceedings against the other party (the "Defaulting Party") for enforcement or violation of this Agreement, each party shall pay its own attorney's fees and costs regardless of the outcome of the proceedings.

ARTICLE X WARRANTIES AND REPRESENTATION

The Owner represents and warrants to the Village that the Owner owns the subject property and that the legal description of the subject property and the plat provided therein is to the best of Owner's knowledge said legal description is accurate and correct.

ARTICLE XI SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to have been

excised herefrom and the invalidity thereafter shall not affect any of the other provisions contained herein.

ARTICLE XII AMENDMENT

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

ARTICLE XIII CURING DEFAULT

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

ARTICLE XIV RELIANCE BY MUNICIPAL ENTITY

The Village of Bourbonnais has entered into this Agreement and allowed connection to the Village sanitary sewers conditioned upon, in conjunction with and reliance upon Owners' payment of the costs and fees herein.

ARTICLE XV SCHOOL IMPACT FEES

Owner hereby represents, and the Village hereby relies upon said representation, that Owner and its successors will not build any residential uses on said territory, and due to said representation the Village does not require a school impact fee herein. Should residential uses be developed on the territory at a later date school impact fees shall be paid by the then owner at the rate required by village ordinance.

ARTICLE XVI CHOICE OF LAW AND JURISDICTION

The parties agree that this Agreement shall be deemed to have been made and entered into in the Village of Bourbonnais, Kankakee County, Illinois and that the laws of the State of Illinois and the ordinances of the Village of Bourbonnais shall govern this Agreement, without regard to conflict of laws principles. Jurisdiction and venue is

exclusively limited in any proceeding to the 21st Judicial Circuit Court geographically located in Kankakee County, Illinois. Any and all discovery or other enforcement action shall solely occur in Kankakee County, Illinois. Owner, its successors heirs and assigns, hereby waives any objections to the jurisdiction and venue of the courts in or for Kankakee County, Illinois, including any objection to personal jurisdiction, venue, and/or forum non-conveniens, in any proceeding by the Village of Bourbonnais to enforce its rights hereunder. Owner, its successors heirs and assigns, agrees not to object to any petition filed by the Village of Bourbonnais to remove an action filed by any party, person or entity from a forum or court not located in Kankakee County, Illinois.

**ARTICLE XVII
EXECUTION OF AGREEMENT**

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement, which date shall be the effective date of this Agreement.

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

VILLAGE OF BOURBONNAIS

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER:

By: _____
Print: _____

By: _____
Print: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF KANKAKEE)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Cornerstone Church by and through _____, its _____ and _____, herein referred to as the "Owner", both signators personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public

EXHIBIT A
Plat of Annexation
(Attached)

EXHIBIT B

Drawing showing storm water easement

(Attached)

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 15-2003

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
AN STORM SEWER EASEMENT BETWEEN FOR PROPERTY AT OR NEAR
118 MAIN STREET N.W. IN THE VILLAGE OF BOURBONNAIS, KANKAKEE
COUNTY, ILLINOIS**

**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. 15-2003

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN STORM SEWER EASEMENT BETWEEN FOR PROPERTY AT OR NEAR 118 MAIN STREET N.W. IN THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

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 "STORM SEWER EASEMENT" (the "Agreement") concerning an easement located within the parking area of TJ Donlins, at or near 118 MAIN STREET NW, BOURBONNAIS, ILLINOIS 60914 all within the Village of Bourbonnais, Kankakee County, Illinois, hereafter referred to as the "Village"; and,

WHEREAS, the Agreement is attached hereto and made part hereof as Exhibit "A"; and,

WHEREAS, the Village owns a drainage easement located on and near the above referenced real property; and,

WHEREAS, the storm sewer easement was paved over in the past and has never been written to the knowledge of both parties; and,

WHEREAS, The Village and the Owners have entered into negotiations and the attached easement marked as Exhibit "A" is the result of those negotiations; and,

WHEREAS, the Corporate Authorities are authorized by law to enter into agreements to settle disputed claims by the Illinois Municipal Code generally and more specifically at 65 ILCS 5/8-1-1 which authorizes Corporate Authorities to control the finances of the corporation; and,

WHEREAS, pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, which permits Units of Local Government to contract with individuals, associations or corporations in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Corporate Authorities of the Village of Bourbonnais hereby find and determine that it is reasonable and necessary to approve and authorize the execution of the attached agreement including the required payment therein.

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 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 is hereby authorized to execute and deliver the Easement, 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: The Village of Bourbonnais by and through the Corporate Authorities hereby accepts the easement attached hereto to the subject premises and directs the Village Finance Director to make payment as required by said Easement document and the Village Clerk and anyone he shall appoint to record said easement in the office of the Kankakee County Recorder;

Section Five: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this ____ day of _____, 2015 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 _____ 2015, insofar as the same relates to the adoption of an ordinance numbered and entitled:

ORDINANCE NO. 15-2003

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN STORM SEWER EASEMENT BETWEEN FOR PROPERTY AT OR NEAR 118 MAIN STREET N.W. IN 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.

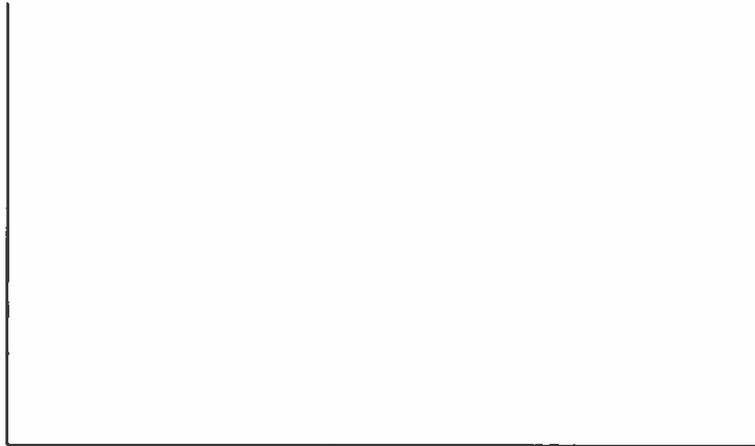
IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this _____ day of _____, 2015.

(SEAL)

Village Clerk

EXHIBIT A
ATTACHED EASEMENT

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



THE ABOVE SPACE FOR RECORDER'S USE

GRANT OF EASEMENT

The Grantors, THOMAS G. RICHMOND and LINDA M. RICHMOND, as co-trustees of the THOMAS G. RICHMOND AND LINDA M. RICHMOND TRUST dated November 20, 2013, their successors, assigns, heirs, administrators and executors, in consideration of the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby give and grant unto the Village of Bourbonnais ("Village"), its successors and assigns, a perpetual, non-exclusive public storm sewer easement to install, repair and maintain storm and sanitary sewers, sewer piping, public utilities and any necessary facilities or utilities appurtenant thereto ("Facilities") for any public purpose, on, along, beneath, through and across the following described property, situated in Kankakee County, Illinois:

A tract of land in part of Lot 24 of the Subdivision of the South Half of Original Lot 1 of the Mesheketeno Reservation and part of Lot 36 of the Subdivision of Original Lot 28 of the Mesheketeno Reservation all in Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois, described as follows: Commencing at the Southwest corner of said Lot 36; thence North 54°27'00" West along the Westerly line of said Lot 36 a distance of 32.00 feet to the point of beginning. From said point of beginning thence continuing North 54°27'00" West along said Westerly line a distance of 27.03 feet; thence North 13°13'20" East a distance of 16.95 feet; thence North 40° 15'1 0" East a distance of 66.35 feet; thence North 56°40'30" East a distance of 103.29 feet to the Easterly line of said Lot 24; thence South 31 °22'00" East along said Easterly line a distance of 25.01 feet; thence South 56°40'30" West a distance of 98.83 feet; thence South 40° 15'10" West a distance of 56.73 feet; thence South 13°13'20' West a distance of 21.20 feet to the point of beginning.

subject to the terms and conditions below and to all matters of record. This agreement ("Agreement"), together with the other provisions of this grant, will constitute a covenant running with the land. For purposes of illustration, the intended location of the Easement Area is more fully depicted and set forth on Exhibit A attached hereto.

This easement is granted and accepted upon the following terms and conditions:

1. Grantee, at Grantee's sole discretion, shall be allowed access to the Easement Area and the shall have the rights, but not the obligations, to construct, install, repair, maintain and use storm and sanitary sewer facilities, including but not limited to pipes of various and any material within the Easement Area. Any such voluntary construction, installation, repair, use or maintenance done at Grantee's discretion will be in accordance with sound and generally accepted engineering and construction practices and procedures, and in accordance with any laws, regulations, standards or specifications which may be prescribed by any governmental or quasi-governmental body or authority having jurisdiction. Any such installation, maintenance or repair that the Grantee chooses to do in its discretion shall be at the sole cost and expense of Grantee. Immediately upon completion of any maintenance or repair that the Grantee voluntarily chooses to do, Grantee, at its cost and expense, shall restore Grantor's Property to its original grade and shall restore the condition of Grantor's Property, including landscaping and paving displaced by such construction, to the condition in which it existed prior to Grantee's action. Grantor hereby acknowledges its understanding that this easement does not place any obligation upon nor require any act by Grantee to construct, repair, replace or maintain any storm or sanitary sewer pipe or facility in the easement area at any time. Neither Grantor nor any third party may require the Grantee to construct, repair or maintain the sewers, pipes and facilities herein.

2. The Facilities shall be installed underground in the Easement Area so as not to interfere with the surface of Grantor's Property, and shall be used by Grantee for no purpose other than transmission of storm water, sanitary sewers and water pipes and public utilities. It is understood that Grantor maintains a parking lot on the surface of this easement. All maintenance and repairs of the parking lot shall be the right, duty and responsibility of the Grantor, its heirs, successors and assigns except as required in paragraph 1. Grantee shall not have any responsibility nor liability for repairs and maintenance of said parking lot.

3. If the designed water flow and/or pipes are impeded by neglected parking lot maintenance, system failure or are subject to other unusual circumstances causing a hazard or threat to public safety by the parking lot, as determined by the Director of Public Works or designee, emergency or corrective maintenance may be performed by the Bourbonnais Public Works Department or its Contractor with costs charged to said Grantor. Unpaid costs shall be assessed to and imposed as a lien on the land.

4. The Director of Public Works Director or designee, including contractors and the Village Engineer shall have the right to enter upon the real property, including but not limited to the parking lot, for purposes of periodic or special inspection and/or corrective maintenance.

5. Grantee expressly agrees that the installation, construction and maintenance referenced in paragraph 1 shall be done as expeditiously as possible, at Grantee's sole cost and expense, and in such a manner, if possible, that will not unreasonably or unnecessarily obstruct, interfere with or impede ingress or egress of persons or vehicles to, from and within Grantor's Property, or the ordinary flow of traffic, both pedestrian and vehicular, or otherwise unnecessarily or unreasonably interfere with the normal conduct of business on Grantor's Property. Grantee shall make all reasonable efforts to give Grantor reasonable prior notice of its intention to perform work on the Easement Area.

6. To the fullest extent permitted by applicable law, Grantor shall release, indemnify, hold harmless and defend Grantee, its officers, directors, partners, employees, agents, consultants, mortgagees, licensees, contractors, guests and invitees and their respective successors and assigns from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from Grantee's Facilities installed, constructed or-maintained pursuant hereto (the "Work") or which may arise out of or in connection with or by reason of the rights under this Agreement, including any act or omission of Grantee, any of its contractors, any of its subcontractors, any of its suppliers, any person or organization directly or indirectly employed by Grantee to perform or furnish any of the construction, installation or maintenance of the Facilities, except to the extent caused in part by any negligence or omission of a person or entity, including but not limited to Grantee, indemnified hereunder or to the extent liability is imposed upon such indemnified party by law regardless of the negligence of any such person or entity.

7. Grantor reserves to itself, its successors and assigns, the right, without limitation, to pave or landscape the surface of the Easement Area and to use the surface of the Easement Area or grant rights to others for such purposes as Grantor may deem necessary, convenient or desirable; provided, however, that such use or rights will be consistent with the purposes of this grant of easement and provided further that the facilities installed pursuant to this Agreement shall not be interfered with by such uses or rights.

8. Grantee shall not permit any lien against Grantor's Property or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on Grantor's Property by or at the direction of Grantee. In the event of any such lien, Grantee shall immediately have such lien released and failure by Grantee to do so shall constitute a breach of this Agreement.

9. If Grantee breaches any provision of this Agreement and fails to cure any such breach within sixty (60) days after written notice thereof, Grantor shall have the right, but not the obligations, to perform same and Grantee shall reimburse Grantor for the cost thereof

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

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of this ___ day of _____, 2015.

GRANTOR:

THOMAS G. RICHMOND and LINDA M. RICHMOND,
as co-trustees of the THOMAS G. RICHMOND AND LINDA M. RICHMOND TRUST dated
November 20, 2013.

THOMAS G. RICHMOND, AS CO-TRUSTEE

LINDA M. RICHMOND, AS CO-TRUSTEE

GRANTEE: VILLAGE OF BOURBONNAIS

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANKAKEE)

I, _____, a Notary Public in and for said County and State and residing in the County of Kankakee, do hereby certify that THOMAS G. RICHMOND AND LINDA M. RICHMOND as co-trustees of the Thomas G. Richmond and Linda M. Richmond Trust, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, A.D., 2015

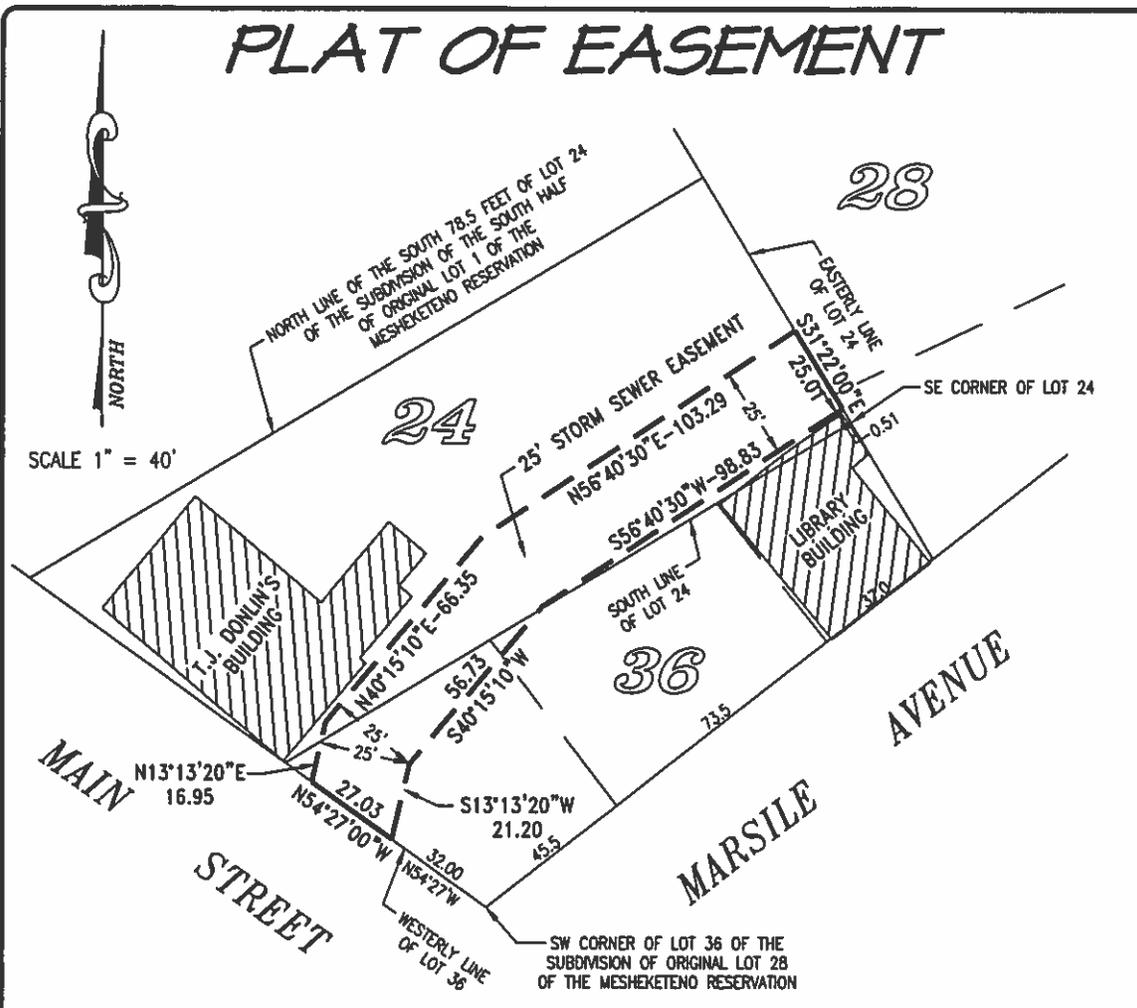
Notary: My Commission Expires:

NOTARY PUBLIC

Attached:

Plat of Easement prepared by Tyson Engineering

PLAT OF EASEMENT



SCALE 1" = 40'

NOTE: BEARINGS ARE RELATIVE AND ASSUMED.

SUGGESTED LEGAL DESCRIPTION

A tract of land in part of Lot 24 of the Subdivision of the South Half of Original Lot 1 of the Mesheketo Reservation and part of Lot 36 of the Subdivision of Original Lot 28 of the Mesheketo Reservation all in Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois, described as follows: Commencing at the Southwest corner of said Lot 36; thence North 54°27'00" West along the Westerly line of said Lot 36 a distance of 32.00 feet to the point of beginning. From said point of beginning thence continuing North 54°27'00" West along said Westerly line a distance of 27.03 feet; thence North 13°13'20" East a distance of 16.95 feet; thence North 40°15'10" East a distance of 66.35 feet; thence North 56°40'30" East a distance of 103.29 feet to the Easterly line of said Lot 24; thence South 31°22'00" East along said Easterly line a distance of 25.01 feet; thence South 56°40'30" West a distance of 98.83 feet; thence South 40°15'10" West a distance of 56.73 feet; thence South 13°13'20" West a distance of 21.20 feet to the point of beginning.

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

Prepared for: VILLAGE OF BOURBONNAIS
 Date: September 16, 2015
 Job #15-T527