Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING
- AGENDA -

July 6, 2015

5:30 p.m.

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

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. ROLL CALL: Clerk Simeur

2. APPROVAL OF MINUTES: June 15, 2015

   a. Regular Board Minutes

3. REPORTS FROM COMMISSIONS AND ADVISORY BOARDS

4. BIDS AND QUOTES

   a. MFT STREET MAINTENANCE PROGRAM - GROUP 7

   b. MFT STREET MAINTENANCE PROGRAM - GROUP 9

5. CORRESPONDENCE

6. FINANCE COMMITTEE
   Trustee Vera Amiano, Chair

   a. Consideration to Approve Accounts Payable July 6, 2015

   b. Treasurer's Report

   c. Ordinance No. 15-1989 (An Ordinance Ascertaining the Prevailing Wages for Public Works of the Village of Bourbonnais, Kankakee County, Illinois). First Reading.

   d. Ordinance No. 15-1990 (An Ordinance Making Appropriations For Corporate and Other Purposes of the Village of Bourbonnais, Kankakee County, Illinois For The Fiscal Year Ending April 30, 2016). First Reading.

7. POLICE COMMITTEE
   Trustee Bruce Greenlee, Chair

8. COMMUNITY & ECONOMIC DEVELOPMENT
Trustee Vera Amiano, Chair

a. Ordinance No. 15-1992 (An Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Main Street/University Avenue Redevelopment Project Area). First Reading.

b. Ordinance No. 15-1993 (An Ordinance Designating the Main Street/University Avenue Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act). First Reading.

c. Ordinance No. 15-1994 (An Ordinance Adopting Tax Increment Allocation Financing for the Main Street/University Avenue Redevelopment Project Area). First Reading.

9. PUBLIC WORKS COMMITTEE
Trustee Bruce Greenlee, Chair

10. PARKS & RECREATION COMMITTEE
Trustee Jeff Keast, Chair

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

a. Ordinance No. 15-1995 (An Ordinance Authorizing, Approving and Ratifying a Voluntary Separation Agreement Concerning the Village Administrator). First Reading.

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

a. Ordinance No. 15-1991 (An Ordinance Amending the Zoning Classification of a Certain Property Owned by Ahamed Kutty and Mymoona Kutty in the Village of Bourbonnais, Illinois). First Reading.

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

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

15. BUILDINGS & GROUNDS COMMITTEE
Trustee Randy King, Chair

16. COMMITTEE MEETINGS SET – See Calendars

17. **VILLAGE ADMINISTRATOR'S REPORT**

18. **VILLAGE ATTORNEY'S REPORT**
Patrick Dunn, Attorney

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

20. **OLD BUSINESS**

21. **NEW BUSINESS**

22. **PUBLIC COMMENTS**

23. **ADJOURNMENT**

VILLAGE OF BOURBONNAIS

ORDINANCE NO. 15-1989

AN ORDINANCE ASCERTAINING THE PREVAILING WAGES FOR PUBLIC WORKS OF 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. 15-1989

AN ORDINANCE ASCERTAINING THE PREVAILING WAGES FOR PUBLIC WORKS OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

WHEREAS, pursuant to the Prevailing Wage Act (820 ILCS 130/1 et seq.), as supplemented and amended (the "Act") the President and the Board of Trustees (the "Corporate Authorities") of the Village of Bourbonnais, Kankakee County, Illinois (the "Village") during the month of June of each calendar year, are required to investigate and ascertain the "prevailing rate of wages", in Kankakee County, Illinois, the "Locality" in which physical work upon "Public works" of the Village is to be performed. As used in this Ordinance, all quoted words and terms shall have the meanings as respectively ascribed to them in the Act.

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: To the extent and as required by the Act, as supplemented and amended, the general prevailing rate of wages in this locality for laborers, mechanics, and other workers engaged in the construction of public works coming under the jurisdiction of the Village of Bourbonnais is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Kankakee County, Illinois area as determined by the Department of Labor of the State of Illinois (the "Department") as of June of the current year, a copy of that determination being attached hereto as Exhibit "A" and incorporated herein by reference. The definition of any terms appearing in this Ordinance, which are also used in the aforesaid Act, shall be the same as in said Act.

SECTION TWO: Nothing contained in this Ordinance shall be construed or deemed to apply the "prevailing rate of wages" as herein ascertained to any work or employment except the "Construction" of "Public works" of the Village of Bourbonnais to the extent required by the Act.

SECTION THREE: The Clerk of the Village of Bourbonnais shall:

a. publicly post or keep available for inspection by any interested party in the main office of the Village of Bourbonnais this determination or any revisions of such prevailing rate of wages by the Department;

b. promptly mail a copy of this Ordinance to any employer, to any association of employers and to any person or association of employees who have filed their names and addresses with the Village requesting copies of any determination and stating the particular rates and the particular class of workers whose wages will be affected by such rates;

c. promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department; and,

d. cause to be published in a newspaper of general circulation within the Village, the following notice, to-wit:

NOTICE OF DETERMINATION OF
PREVAILING WAGE RATE

Public notice is hereby given that the president and the Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois did adopt an Ordinance entitled:

AN ORDINANCE ASCERTAINING THE PREVAILING WAGES FOR PUBLIC WORKS OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

A copy of which such ordinance, together with the prevailing rate of wages as determined thereby and attached thereto, is on file in the office of the Village Clerk. Such determination of the prevailing rate of wages is now effective and will be provided to any interested person or entity who requests a copy of such Ordinance.

SECTION FOUR: Contracts for Public Works. A copy of this Ordinance or the most recent revision of the "prevailing rate of wages" by the Department shall be attached to all specifications for contracts by the Village of Bourbonnais for the "Construction" of "Public works". Failure to attach said copy does not allow or justify violation of the Act's requirements.

SECTION FIVE: All existing Ordinances of the Village of Bourbonnais are hereby repealed insofar as they may be consistent with the provisions of this Ordinance.

SECTION SIX: This ordinance shall be in full force and effect immediately from and after its passage.

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

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)
) SS.
COUNTY OF KANKAKEE)

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-1989

AN ORDINANCE ASCERTAINING THE PREVAILING WAGES FOR PUBLIC WORKS OF 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

PREVAILING WAGE SCHEDULE

Kankakee County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		33.860	34.860	1.5	1.5	2.0	8.240	14.81	0.000	0.800
ASBESTOS ABT-GEN		HWY		35.480	36.480	1.5	1.5	2.0	8.240	13.80	0.000	0.800
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON		BLD		41.520	43.520	1.5	1.5	2.0	8.600	10.83	0.000	0.650
CARPENTER		BLD		35.840	37.840	1.5	1.5	2.0	12.40	16.40	0.000	0.630
CARPENTER		HWY		34.940	36.940	1.5	1.5	2.0	12.40	16.40	0.000	0.630
CEMENT MASON		BLD		41.520	43.520	1.5	1.5	2.0	8.600	13.58	0.000	0.500
CERAMIC TILE FNSHER		BLD		37.370	0.000	1.5	1.5	2.0	8.600	10.83	0.000	0.650
COMMUNICATION TECH		BLD		31.200	32.700	1.5	1.5	2.0	12.82	11.30	0.000	0.720
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN		BLD		39.100	42.620	1.5	1.5	2.0	13.67	16.13	0.000	1.200
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		40.500	44.500	2.0	2.0	2.0	10.04	20.73	0.000	0.780
LABORER		BLD		32.860	33.860	1.5	1.5	2.0	8.240	14.81	0.000	0.800
LABORER		HWY		34.480	35.480	1.5	1.5	2.0	8.240	13.80	0.000	0.800
LABORER, SKILLED		BLD		32.860	33.860	1.5	1.5	2.0	8.240	14.81	0.000	0.800
LABORER, SKILLED		HWY		34.480	35.480	1.5	1.5	2.0	8.240	13.80	0.000	0.800
LATHER		BLD		35.840	37.840	1.5	1.5	2.0	12.40	16.40	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		37.370	0.000	1.5	1.5	2.0	8.600	10.83	0.000	0.650
MARBLE MASON		BLD		41.520	43.520	1.5	1.5	2.0	8.600	10.83	0.000	0.650
MATERIAL TESTER I		ALL		33.560	0.000	1.5	1.5	2.0	8.240	16.39	0.000	0.800
MATERIALS TESTER II		ALL		33.560	0.000	1.5	1.5	2.0	8.240	16.39	0.000	0.800
MILLWRIGHT		BLD		35.840	37.840	1.5	1.5	2.0	12.40	16.40	0.000	0.630
OPERATING ENGINEER		BLD	1	47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	2	45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	3	43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	4	41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	5	50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	6	48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	7	50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
PAINTER		ALL		33.650	35.650	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		BLD		35.840	37.840	1.5	1.5	2.0	12.40	16.40	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		41.520	43.520	1.5	1.5	2.0	8.600	13.58	0.000	0.500
PLUMBER		BLD		45.410	47.410	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		44.000	46.000	1.5	1.5	2.0	10.65	13.06	0.000	0.820
SIGN HANGER		BLD		35.390	37.390	1.5	1.5	2.0	10.00	13.15	0.000	0.530
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
~~SURVEY WORKER~~	-> NOT IN EFFECT					ALL	34.030	35.030	1.5	1.5	2.0	8.240 12.50 0.000 0.800
TERRAZZO FINISHER		BLD		37.370	0.000	1.5	1.5	2.0	8.600	10.83	0.000	0.650
TERRAZZO MASON		BLD		41.520	43.520	1.5	1.5	2.0	8.600	10.83	0.000	0.650
TILE MASON		BLD		41.520	43.520	1.5	1.5	2.0	8.600	10.83	0.000	0.650
TRUCK DRIVER		ALL	1	33.410	33.960	1.5	1.5	2.0	8.040	5.610	0.000	0.250
TRUCK DRIVER		ALL	2	33.610	33.960	1.5	1.5	2.0	8.040	5.610	0.000	0.250
TRUCK DRIVER		ALL	3	33.810	33.960	1.5	1.5	2.0	8.040	5.610	0.000	0.250
TRUCK DRIVER		ALL	4	33.960	33.960	1.5	1.5	2.0	8.040	5.610	0.000	0.250
TUCKPOINTER		BLD		41.520	43.520	1.5	1.5	2.0	8.600	10.83	0.000	0.650

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

KANKAKEE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, AND TERRAZZO FINISHER

The laying, setting and finishing of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also to prepare and set all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantle, or the mantle complete, together with the setting of all cement, brickwork, or other material required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description and the erection and installation of same and the building, shaping, forming, construction, or repairing of all fireplace work, whether in connection with the mantle hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: caisson workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screenman on asphalt pavers, front end man on chip spreader, laborers tending masons with hot materials or where foreign materials are used, multiple concrete duct-leadman, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tenders, underpinning and shoring of buildings,

material selector when working with fire-brick or castable material, fire watch, signaling of all power equipment, and tree topper or trimmer when in connection with construction.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights,

barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

VILLAGE OF BOURBONNAIS

ORDINANCE NO. 15-1990

AN ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE AND OTHER PURPOSES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE FISCAL YEAR ENDING APRIL 30, 2016

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. 15-1990

AN ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE AND OTHER PURPOSES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE FISCAL YEAR ENDING APRIL 30, 2016

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: 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 1st day of May 2015, and ending on the 30th day of April, 2016, the following sums or so much thereof as by law may we authorized as indicated in Exhibit "A" – "General Fund 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.

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

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)
) SS.
COUNTY OF KANKAKEE)

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-1990

AN ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE AND OTHER PURPOSES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS FOR THE FISCAL YEAR ENDING APRIL 30, 2016

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

GENERAL FUND EXPENSES

EXHIBIT "A"

GENERAL FUND EXPENSES

DEPARTMENTS	FY 2015/2016 APPROPRIATION	FROM TAX LEVY	FROM SOURCES OTHER THAN TAX LEVY
Administration	$ 230,257	$ 33,537	$ 196,720
Finance	$ 274,580	$ 39,993	$ 234,587
Community Development	$ 82,220	$ 11,975	$ 70,245
Police	$ 4,003,421	$ 583,103	$ 3,420,318
Public Works	$ 1,162,161	$ 169,270	$ 992,891
Building Department	$ 374,698	$ 54,575	$ 320,123
Streets and Drainage	$ 200,323	$ 29,177	$ 171,145
Parks	$ 76,668	$ 11,167	$ 65,501
Village Board	$ 113,233	$ 16,492	$ 96,740
Central Services	$ 936,438	$ 136,393	$ 800,044
Debt Services	$ 508,590	$ 74,077	$ 434,513
Capital Projects	$ 2,202,443	$ 320,788	$ 1,881,655
TOTAL APPROPRIATION	**$ 10,165,032**	**$ 1,480,549**	**$ 8,684,483**

SPECIAL FUNDS EXPENSES

FUND	FY 2015/2016 APPROPRIATION	FROM TAX LEVY	FROM SOURCES OTHER THAN TAX LEVY
Special Tax Allocation Fund	$ 75,493	$ -	$ 75,493
Motor Fuel Tax Fund	$ 641,215	$ -	$ 641,215
Motor Fuel Tax Bond Fund	$ -	$ -	$ -
Sewer Operating Fund	$ 3,689,275	$ -	$ 3,689,275
MFT Bond & Interest Fund	$ -	$ -	$ -
Refuse Fund	$ 1,232,311	$ -	$ 1,232,311
TOTAL SPECIAL FUNDS	**$ 5,638,294**	**$ -**	**$ 5,638,294**
TOTAL ALL FUNDS	**$ 15,803,327**	**$ 1,480,549**	**$ 14,322,778**

EXHIBIT B

SOURCES OF REVENUE

EXHIBIT "B"

SOURCES OF REVENUE

I, Ron Riebe, Chief Financial Officer of the Village of Bourbonnais, hereby certify that the following is an estimate of revenue, by source, anticipated to be received by the Village in the 2016 Fiscal Year.

GENERAL FUND

Personal Property Replacement Tax	$ 50,818	
Income Tax	$ 1,666,269	
Sales Tax	$ 2,613,034	
Local Use Tax	$ 326,521	
License Revenue	$ 32,750	
Property Tax	$ 1,479,860	
Video Gaming Tax	$ 13,500	
Fine Revenue	$ 165,774	
State/Federal Reimbursement	$ 70,000	
Traffic Signal Reimbursement	$ 9,548	
Other Intergovernmental Revenue	$ -	
Other Reimbursement Revenue	$ 230,838	
Franchise Revenue	$ 307,661	
Permit Revenue	$ 171,715	
Miscellaneous Revenue	$ 2,474,596	
Transfer from Reserves	$ -	
Other	$ 552,148	$ 10,165,032

MOTOR FUELS TAX FUND

Tax Revenues	$ 443,418	
Interest Income	$ 200	
Reimbursement Revenue	$ 150,100	
Transfer from Reserve	$ -	
Other	$ 47,497	$ 641,215

MOTOR FUELS TAX BOND FUND

Interest Income	$ -	
Other Reimbursement	$ -	
Transfer from Reserve	$ -	
Other	$ -	$ -

MOTOR FUELS TAX BOND AND INTEREST FUND

Interest Income	$ -
Other Reimbursement	$ -

Transfer from Reserve	$ -		
Other	$ -	$	-

SEWER OPERATING REVENUE FUND

Permit Revenue	$ 103,060		
Interest Income	$ 9,180		
Sewer Bill Payments	$ 3,559,185		
Transfer from Reserves	$ -		
Other	$ 17,850	$	3,689,275

SPECIAL TAX ALLOCATION FUND (TIF)

Property Tax	$ 75,493		
Sales Tax	$ -		
State Sales Tax	$ -		
Interest Income	$ -		
Reserves	$ -		
Other	$ -	$	75,493

REFUSE FUND

Service Fees	$ 1,232,311		
Transfer from Reserves	$ -		
Other	$ -	$	1,232,311

TOTAL - ALL FUNDS	**$ 15,803,327**

VILLAGE OF BOURBONNAIS

ORDINANCE NO. 15-1992

AN ORDINANCE APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE MAIN STREET/UNIVERSITYAVENUE REDEVELOPMENT PROJECT AREA 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. 15-1992

AN ORDINANCE APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE MAIN STREET/UNIVERSITYAVENUE REDEVELOPMENT PROJECT AREA IN THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Bourbonnais, Kankakee County, Illinois (the "Village"), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment and redevelopment project (the "Plan and Project") within the municipal boundaries of the Village within a proposed redevelopment project area (the "Area") described in Section 1(a) of this Ordinance, which Area constitutes in the aggregate more than one and one-half acres; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, members of the Village Board of the Village (the "Corporate Authorities") called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for July 6, 2015; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to Interested Parties, affected taxing districts and to the Department of Commerce and Economic Opportunity of the State of Illinois on May 5, 2015, by publication on June 16, 2015, and June 17, 2015, to residential addresses within 750' outside the Area on April 28, 2015, and to taxpayers within the Area on June 16, 2015; and

WHEREAS, the Village has heretofore convened a meeting of the Joint Review Board as required by and in all respects in compliance with the provisions of the Act; and

WHEREAS, the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area that would cause the Area to be a "conservation area" as defined in the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive planning process for development of the Village as a whole to determine whether the proposed Plan and Project conform to the existing comprehensive planning process of the Village.

NOW, THEREFORE, BE IT ORDAINED by the Village Board of the Village of Bourbonnais, Kankakee County, Illinois, as follows:

Section 1. Findings. That the Corporate Authorities hereby find that the following facts have been established by the preponderance of the evidence:

a. The Area is legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this

reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

b. There exist conditions that cause the Area to be subject to designation as a redevelopment project area under the Act and to be classified as a conservation area, as defined in the Act.

c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

d. The Plan and Project conform to the existing comprehensive planning process for the development of the Village as a whole, as reflected in the Village's zoning map.

e. As set forth in the Plan it is anticipated that all obligations incurred to finance redevelopment project costs, if any, as defined in the Plan shall be retired no later than December 31st of the year in which the payment to the municipal treasurer, pursuant to the Act, is to be made with respect to the ad valorem taxes levied in the twenty-third calendar year after the Area is designated.

f. The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon that will be substantially benefited by the proposed Project improvements are included in the proposed Area.

Section 2. Plan and Project Approved. That the Plan and Project, which were the subject matter of the public hearing held on July 6, 2015, are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D attached hereto and incorporated herein as if set out in full by this reference.

Section 3. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

ATTACHMENTS:

EXHIBIT A – Legal Description

EXHIBIT B – General Street Location

EXHIBIT C – Map of Redevelopment Project Area

EXHIBIT D – Redevelopment Plan and Project

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)
) SS.
COUNTY OF KANKAKEE)

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-1992

AN ORDINANCE APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE MAIN STREET/UNIVERSITYAVENUE 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

LEGAL DESCRIPTION

SEE ATTACHED

EXHIBIT I - MAIN STREET / UNIVERSITYAVENUE CORRIDOR
REDEVELOPMENT PROJECT AREA

Beginning at the Southeast corner of Lot 24 of Villa Brook Subdivision, being a part of Lots 52 and 54 of the Mesheketeno Reservation in Township 31 North, Range 12 East of the Third Principal Meridian, Village of Bourbonnais, Kankakee County, Illinois, thence Northerly along the East line of Villa Brook Subdivision and Bor-Bo-Ne Manor Subdivision and said line extended to the Southwest corner of Lot 8 in Block 1, Narcisse C. Rivard's Subdivision, thence Northwesterly along the West line of Lot 8 and Lot 5 in said Block 1 to the South right-of-way line of River Street; thence Westerly along said right-of-way line to its intersection with the Easterly line of Lot 1 of Tetrault's Addition to the Village of Bourbonnais, extended Southerly; thence Northwesterly along said East line and East line extended to the Northeast corner of said Lot 1; thence Northeasterly to the Southwest corner of Lot 10 in Drake's Second Addition; thence Northwesterly along the West line of said Lot 10 and said line extended to the North right-of-way line of Marsile Street; thence Northeasterly along said North right-of-way line to the Southwest corner of Lot 31 in Drake's Second Addition; thence Northeasterly along the North line of said Lot 31 to the Southwest corner of Lot 2 in L.C. Looker's Subdivision in the Southeast corner of Original Lot 2 of the Mesheketeno Reservation; thence Northwesterly to the Southwest corner of Lot 1 in said L.C. Looker's Subdivision; thence Northeasterly along the Northerly line of said Lot 1 to the South right-of-way line of Main Street; thence Northwesterly along said right-of-way line to its intersections with the North line of the South Half of Original Lot 1 of the Mesheketeno Reservation extended; thence Northeasterly along the North line of the South Half of said Original Lot 1 and said line extended to the Northwest corner of Lot 1 in Bonville Re-Subdivision; thence Southeasterly along the West line of Bonville Re-subdivision and said line extended Southerly to a point on the West line of Lot 26 of J.K. Croswell's Survey of the South Half of Original Lot 1 of the Subdivision of the Mesheketeno Reservation, said point being 48 feet South of the Northwest corner of said Lot 26; thence Northeasterly to a point on the Westerly right-of-way line of Bernard Street, said point being 64 feet South of the Northeast corner of said Lot 26; thence Northwesterly along the Westerly right-of way line of Bernard Street to its intersection with the North line of Lot 20 of said J.K. Croswell's Subdivision extended Westerly; thence Northeasterly to the Northeast corner of Lot 2 in Harvey J. Legris Subdivision; thence Southeasterly to the Southwest corner of Lot 10 in Goodwin Subdivision; thence Northeasterly to the Southeast corner of Lot 10 in Goodwin Subdivision; thence Southerly along the Easterly line of Goodwin Subdivision extended to a point that is on a line that is 50 feet South of and parallel with the North line of Lot 15 of J.K. Croswell's Subdivision of the Mesheketeno Reservation; thence Northeasterly along said parallel line to the West right-of-way line of Roy Street; thence Northeasterly to the Northwest corner of Lot 10 of J.K. Croswell's Subdivision of the South Half of Original Lot 1 of the Mesheketeno Reservation; thence Northeasterly on the North line of said Lot 10 to the South right-of-way line of Water Avenue; thence Westerly along the said right-of-way line to the West line of the vacated portion of Water Avenue; thence Northerly along said West line to the North right-of-way line of Water Avenue to the West line of the East 180 feet of Lot 6 of said J.K. Croswell's Subdivision; thence Northerly along said West line to the North line of said Lot 6; thence Easterly along said North line of Lot 6 to the West line of Lots 1, 2 and 6 of said J.K. Croswell's Subdivision; thence Northerly along said West line to the South right-of-way line of Beaudoin to its intersection with the West right-of-way line of the public alley in Block 1 of LaValle's Subdivision extended Southerly; thence Northerly along the West line of

said alley and said line extended to the North line of the South Half of Original Lot 1 of the Mesheketeno Reservation; thence Southwesterly along the North line of the South Half of said Original Lot 1 to the Southeasterly corner of Trotter's Chase Condominium Development; thence Northwesterly along the Northern and Eastern boundary of said Trotter's Chase to the Easterly right-of-way line of Brown Boulevard; thence Southwesterly along said right-of-way line to its intersection with a line that is 234.21 feet Northeasterly of and parallel with the Northeasterly line of Lot 10 in Bourbonnais Towne Centre Subdivision extended; thence Northwesterly along said parallel line to the Westerly line of Lot 9 in Bourbonnais Towne Centre Subdivision; thence North 35°54'00" East along the Westerly line of said Lot 9 a distance of 184.41 feet; thence North 54°06'00" West along the Southwesterly line of said Lot 9 a distance of 774.50 feet; thence North 72°02'30" East a distance of 450.77 feet; thence South 00°09'00" East a distance of 27.00 feet; thence North 89°51'00" East a distance of 468.38 feet to the West line of Sunflower Subdivision; thence Southerly to the Southwest corner of Sunflower Subdivision; thence Easterly to the Southeast corner of Sunflower Subdivision, which is on the West right-of-way line of Brown Boulevard; thence Northerly along said right-of-way line to its intersection with the South line of Pita Subdivision extended; thence Easterly to the Southeast corner of Pita Subdivision; thence Northerly to the Northeast corner of Lot 2 in Bourbonnais Towne Centre Subdivision; thence North 89°51'00" East along the South line of Lots 3, 4, 5 and 6 and said line extended in Bourbonnais Towne Centre Subdivision a distance of 1,244.66 feet; thence South 00°31'00" East a distance of 200.00 feet; thence North 89°51'00" East to the Easterly right-of-way line of Convent Street; thence Southerly along the Easterly right-of-way line of Convent Street, Marsile Street and Main Street, also known as S.B.I. Route 45/52 to the Northwest corner of Lot 26 of Original Lot 28 of J.K. Croswell's Subdivision of the Mesheketeno Reservation; thence Northeasterly along the North line of said Lot 26 to the Northwest corner of Lot 6 in Collegedale Subdivision Second Addition thence Northeasterly along the North line of said Lot 6 and said line extended to the East right-of-way line of Bresse Street; thence Southerly along said Easterly right-of-way line to its intersection with the South right-of-way line of Munroe Street; thence Westerly along said South right-of-way line to the Northwest corner of Lot 3, Block 1 in Collegedale Subdivision; thence Southerly to the Southwest corner of said Lot 3; thence Easterly along the South line of said Lot 3 to its intersection with the East right-of-way of the public in lying within Block 6 in Numa Ray Subdivision of the Francis Marcotte Estate Lands; thence Southerly along the East right-of-way line of said alley to the North right-of-way line of North Street; thence Westerly along said right-of-way line and said line extended to the West right-of-way line of Main Street; thence Southerly along said right-of-way line to the South line of Block 2 in Numa Ray's Re-Subdivision of Blocks 1 and 2 of the Numa Ray Subdivision of the Francis Marcotte Estate Lands; thence Westerly along the South line of said Block 2 and said line extended Westerly to the point of beginning.

EXHIBIT B

GENERAL STREET LOCATION

The RPA is a contiguous area the boundaries of which are area located primarily in the central Downtown area of the Village and is generally bounded by Eugene Drive on the north and North Avenue on the south with parcels located on the east and west sides of Main Street (Routes 102, 45 and 52).

EXHIBIT C

MAP OF REDEVELOPMENT PROJECT AREA

SEE ATTACHED

EXHIBIT D

REDEVELOPMENT PLAN AND PROJECT

DRAFT

VILLAGE OF BOURBONNAIS

TIF REDEVELOPMENT PLAN

MAIN STREET/UNIVERSITY AVENUE TIF DISTRICT

Prepared By:

Kane, McKenna and Associates, Inc.

Prepared For:

The Village of Bourbonnais, Illinois

May 2015

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Exhibit A	-	Boundary Map
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Exhibit C	-	TIF Qualification Report
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I. INTRODUCTION

The Village of Bourbonnais (the "Village") is a mature community located in Kankakee County, Illinois, adjacent to the Village of Manteno on its north, the Village of Momence to the east, and the City of Kankakee and Village of Bradley to its south.

Community Background. The Village was settled in the early 1830's and incorporated by referendum as the Village of Bourbonnais in 1875. Institutions of higher learning were established by the mid-to-late nineteenth century. Following a devastating fire and declining student enrollment, Saint Viator College closed and was purchased by Olivet Nazarene College. Olivet Nazarene College is known today as Olivet Nazarene University. Olivet purchased the land and moved to Bourbonnais in 1940. It is one of the Village's largest employers and enjoys a synergetic relationship. In 2013 the University entered into a ten year renewal agreement to host the Chicago Bears preseason training camp.

The Village's population increased 22% between 2000 and 2010 from 15,256 to 18,631. After a long period of growth, the municipality has leveled off and will more than likely grow at a much slower pace over the next 10 to 15 years. Median household income as of the most recent Census survey was $64,147, well above the state average of $55,137.

The Village has a number of assets that support future economic development. In addition to strong purchasing power (based on household income), the Village has a robust transportation network. For example, the Village has vehicular access to Chicago and its greater metropolitan area via Interstates 57 and 80. Additionally the Village is positioned near five (5) state highways: Route 45/52; Route 50 and Illinois Route 102. Mass transit service is provided but with limited availability via the River Valley Mass Transit District's METRO bus system with connections to local destinations in Bourbonnais, Bradley, Kankakee, Manteno and Aroma Park and to Chicago via the Metra Electric station in University Park.

The Village contains a mix of commercial, residential and institutional uses with limited utility and light industrial uses. The Village is essentially landlocked by bordering municipalities. Given limited opportunities for redevelopment, the Village is focusing attention on areas that can increase the local tax base and provide non-residential revenues (including sales taxes) to the community. These conditions highlight the need to promote redevelopment needs through appropriate planning processes.

The Village currently utilizes its 2030 Comprehensive Plan, the Downtown Plan adopted by the Board in 2013, its Zoning Map and the Village's Zoning Ordinance (and any amendments thereto) to coordinate economic development. The Village intends to attract and encourage retail, mixed use, and commercial users to locate, upgrade, expand and/or modernize their facilities within the Village as part of its ongoing economic development planning. A necessary strategy for the Village in pursuing new retail, mixed use, and commercial development will be to eliminate certain existing adverse conditions within some portions of the community, and to find new means to strengthen and further diversify the Village's tax base.

A. The Redevelopment Plan

The TIF District. The area discussed in this Main Street/University Avenue Redevelopment Plan and Project (the "Plan" or the "Redevelopment Plan and Project") is the proposed Main Street/University Avenue Redevelopment Project Area (the "Redevelopment Project Area", the "RPA" or the "TIF District"). The RPA is a contiguous area generally described as parcels along Brown Boulevard, Main Street, and Marsile Street.

The RPA is approximately one hundred fifty-nine (159) acres in size excluding rights-of-way. The RPA includes approximately two hundred twenty-seven (227) tax parcels according to the data available from the Assessor's offices of Kankakee County and Bourbonnais Township. A boundary map of the RPA is attached as Exhibit A. The RPA is legally described in Section II.

The RPA consists primarily of commercial, institutional and retail uses and residential units. The area contains approximately one hundred thirty-five (182) structures, of which approximately one hundred thirty-five (135), or seventy-four percent (74%), are thirty-five (35) years of age or older.

The advanced age associated with many of these structures, as well as the site improvements and public infrastructure that surround them, has led to a high incidence of adverse conditions as defined by the Tax Increment Allocation Redevelopment Act of Chapter 65 ILCS Section 5/11-74.4 et seq., as amended (the "TIF Act" or the "Act"). Adverse conditions include lag in equalized assessed valuation (EAV) deterioration, obsolescence, inadequate utilities and deleterious land use.

Additional conditions that contribute to negative influences within the RPA include deleterious layout and lack of community planning (since so much of the area was allowed to be developed prior to having a formal comp plan) which are evidenced throughout the area. These conditions have been documented pursuant to site visits by Kane, McKenna and Associates, Inc. (KMA), as well as a review of Village, County and Township records (refer to Exhibit C for additional information about the conditions). These conditions also result in an overall lack of new private sector investment which is further evidenced by a lag in growth or decline of the equalized assessed value (EAV) for the RPA when compared to the EAV growth for the rest of the Village.

On balance, the combination of these negative factors limits the opportunities for private reinvestment within and around the RPA. Such factors potentially suppress the value of future development and weaken the potential for business growth limiting employment and contributing to the lack of sustained investment in the area.

Rationale for Redevelopment Plan. The Village recognizes the need for implementation of a strategy to revitalize existing retail, mixed use, and commercial, properties within the boundaries of the RPA and to stimulate and enhance new retail, mixed use, and commercial development. Business retention and expansion are key components of the strategy to promote private development within strategically critical commercial areas of the Village.

The needed private investment in the RPA may only be possible if tax increment financing (TIF) is adopted pursuant to the TIF Act. Incremental property tax revenue generated by the development will play a decisive role in encouraging private development. Existing conditions, such as those associated with properties located within the RPA, that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the Village and all the taxing districts, which encompass the area in the form of a significantly expanded tax base.

The designation of the area as a Redevelopment Project Area will allow the Village to address area deficiencies including (but not limited to):

- Establishing a pattern of land-use activities that will increase efficiency and economic relationships, especially as such uses complement adjacent commercial and residential land uses;

- Provision of roadway and traffic improvements within the area, including a comprehensive review of ingress and egress requirements that satisfy area circulation – both vehicular and pedestrian, parking, loading/unloading requirements, and connections to major arterials;

- Entering into redevelopment agreements in order to further the redevelopment of underutilized sites;

- Improving area appearance through rehabilitation of structures, landscape, streetscape and signage programs;

- Coordinating land assembly in order to provide sites for more modern redevelopment plans; and

- Providing infrastructure that is adequate in relation to redevelopment plans.

The area on the whole would not reasonably be anticipated to be redeveloped in a coordinated manner without the adoption of the Redevelopment Plan and Project, herein. The Village, with the assistance of KMA, has prepared this Redevelopment Plan and Project to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The adoption of this Redevelopment Plan and Project makes possible the implementation of a comprehensive program for the economic redevelopment of the RPA. By means of public investment, the RPA will become a more viable area that will attract private investment. The public investment will set the stage for the redevelopment of the area with private capital. This in turn will lead to the retention, expansion and attraction of retail, mixed use, and commercial development into the Village in general and the RPA in particular.

Through this Redevelopment Plan and Project, the Village will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the Village and all the taxing districts, which encompass the RPA in the form

of a stabilized and expanded tax base, the retention of existing businesses, the creation of new businesses and the creation of new employment opportunities within the Village as a result of induced private sector investment within the area.

B. Summary

Village Findings. The Village, through legislative actions as required by the Act, finds:

- That the RPA as a whole has not been subject to growth and development through investment by private enterprise;

- That in order to promote and protect the health, safety, and welfare of the public, certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken;

- To alleviate the adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas;

- That public/private partnerships are determined to be necessary in order to achieve development goals;

- That without the development focus and resources provided for under the Act and as set forth in this Plan, growth and development would not reasonably be expected to be achieved;

- That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs is of benefit to the taxing districts, because the taxing districts would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment; and

- That the TIF Redevelopment Plan conforms to the Village's *Comprehensive Plan*, as detailed in Section III of this report.

It is further found, and certified by the Village, in connection to the process required for the adoption of this Plan pursuant to the Act, that the projected redevelopment of the RPA will not result in the displacement of ten (10) or more inhabited residential units. Therefore, *this Plan does not include a Housing Impact Study.*

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA area is tenable only if a portion of the improvements and other costs are funded by TIF.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the redevelopment project. Also pursuant to the Act, the area in the aggregate is more than 1½ acres. A boundary map of the RPA is included in Exhibit A of this Plan.

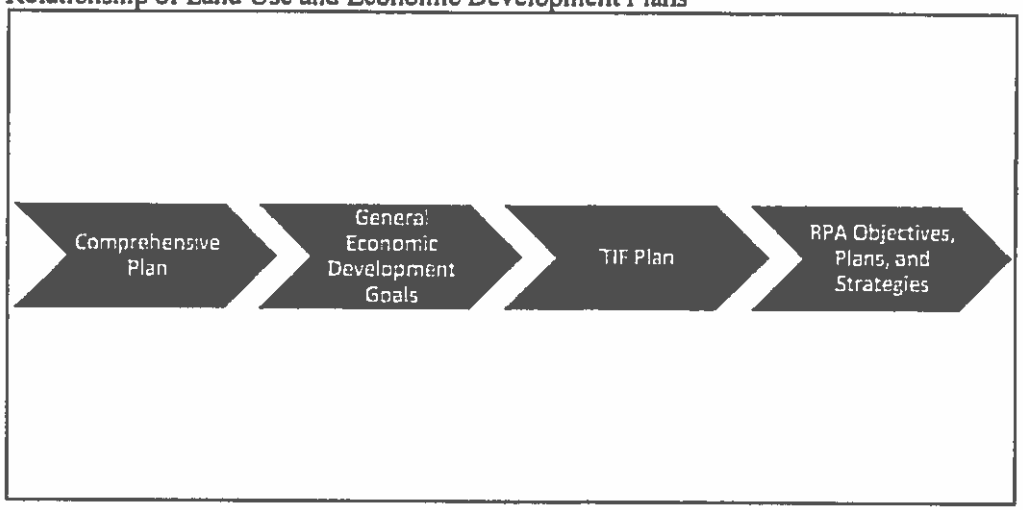
II. RPA LEGAL DESCRIPTION

The Redevelopment Project Area legal description is attached in Exhibit B.

III. RPA GOALS AND OBJECTIVES

The Village has established a number of economic development goals, objectives, and strategies which would determine the kinds of activities to be undertaken within the TIF District. These efforts would conform to and promote the achievement of land use objectives in the Village's *Comprehensive Plan.*

Exhibit 1
Relationship of Land Use and Economic Development Plans



As indicated in the exhibit above, the Village's primary planning document is the *Comprehensive Plan* which describes the overall vision for the Village and is the foundation for Village initiatives such as the TIF District. This overarching planning document determines future land uses and influences all other Village planning effort such as the TIF planning process.

A. General Economic Development Goals of the Village.

The redevelopment of the proposed RPA would further the Village's overarching land use objectives, which are contained in its *Comprehensive Plan,* zoning ordinance, and other land use planning elements. In the *Comprehensive Plan*, the Village has articulated a number of public policy objectives which would be supported by the Village's adoption of the proposed RPA as a TIF District (see exhibit below).

Exhibit 2
Comprehensive Plan Elements (Excerpts)

Goal	Objective
Community Appearance and Character	• Upgrade the image and appearance of existing commercial buildings • Enhance community gateways through special signage, landscaping and other features • Promote high standards of design and construction for all development
Housing and Residential Areas	• Protect residential areas from the encroachment of incompatible land uses • Promote the improvement and rehabilitation of deteriorating residential properties
Commercial, Retail and Office Development	• Maintain and expand the range of retail, commercial and office establishments within the Village. • Improve access, parking, traffic circulation, signage and other operational conditions within all existing office, retail and commercial areas. • Improve and upgrade Main & Route 45/52 as a retail and business area serving the Village and surrounding region. • Promote the redevelopment of marginal, obsolete and vacant commercial properties. • Encourage compatible new office, retail and commercial development in selected locations • Minimize and mitigate any negative impact of office, retail and commercial activities on neighboring land-use areas.
Transportation	• Encourage the provision of adequate parking for all activity areas

The broad goals and objectives of the *Comprehensive Plan* would be complemented by economic development goals for the Village, as follows:

1) Encourage an attractive and distinctive community image and identity that builds upon and enhances Bourbonnais's traditional qualities and characteristics, and distinguishes it from surrounding communities.

2) Expand a system of commercial, retail, and office development that could provide local residents with employment opportunities and needed goods and services, increases the Village sales and property taxes, and enhances the image and appearance of the community.

3) Develop a balanced transportation system that provides for safe and efficient movement of vehicles and pedestrian, reinforces surrounding development patterns, and enhances regional transportation facilities.

4) Promote retail, commercial and office use, as well as the combination and consolidation of multiple properties to create more attractive redevelopment sites.

5) Consider marketing smaller sites for uses that require less parking and customer access such as free standing office/research and high tech businesses.

7) Encourage the consolidation of curb cuts and access drives and the reconfiguration of parking areas focusing on improving the appearance of the areas through screening, buffering, landscape strips around the periphery of lots, and interior landscaped islands.

8) Encourage continued streetscape improvements for the area including landscaped parkways, street trees, light fixtures, public signage, and pedestrian amenities.

B. Specific Objectives and Strategies for the RPA.

The general goals for economic development cited above would be supported by specific objectives, strategies and performance measures that would "drive" the redevelopment activities undertaken within the RPA. TIF designation would allow the Village to pursue the following objectives within the RPA:

1) Upgrade the image and appearance of existing commercial areas, including buildings, parking lots, signage, and the public rights-of-way.

2) Promote high standards of design and construction for all development within the Village.

3) Encourage the corrective maintenance and rehabilitation of older commercial properties in poor condition.

4) Minimize and mitigate any negative impact of office, retail, and commercial activities on neighboring land uses.

5) Encourage the combination and consolidation of small commercial lots to enhance opportunities for coordinated improvements and new developments.

6) Maintain and expand the range of retail, commercial, and office establishments in the Village.

7) Promote the redevelopment of marginal, obsolete, and vacant commercial properties.

8) Discourage additional "strip" commercial development within the Village.

9) Ensure that adequate storm water management provisions are included in all new commercial developments.

C. Redevelopment Strategies.

RPA designation will allow the Village to implement certain strategies established in the Comprehensive Plan, identified below:

Land Use – As set forth in the Comprehensive Plan, basic land use patterns and character are established within the RPA. The Village seeks to encourage the enhancement of existing businesses and assist in the improvement of properties in decline. The Village also seeks to promote high quality redevelopment within the RPA. The Village may consider combination or consolidation of properties in order to create attractive redevelopment opportunities and the Village may address pedestrian, traffic, and streetscape related improvements.

Sites and Buildings – The appearance of improvements and the repair of deficient buildings are important objectives for the Village, given the visibility and traffic counts. Vacancies should also be addressed. The Village also would intend to encourage the grouping and clustering of structures to assist in coordination of building location, parking, access drives, and pedestrian amenities including attractive landscape and streetscape treatments. Review of outdoor storage areas (including vehicle storage) could also be part of redevelopment activities. The overall goal is to maintain a high quality image and character of the Village.

(Source: Bourbonnais Comprehensive Plan, April, 2001, pages 59-60)

The implementation of the Redevelopment Plan and Project will serve to improve the overall quality of life within the RPA and contribute to the economic development of the Village as a whole.

IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH; FISCAL IMPACT ON TAXING DISTRICTS

A. Evidence of the Lack of Development and Growth Within the RPA.

As documented in Exhibit 3 of this Plan, the RPA has suffered from a lack of development and would qualify as a conservation area. In recent years, the area has not benefited from sustained private investment and/or redevelopment and instead has experienced physical and economic decline. Absent intervention by the Village, properties within the RPA would not be likely to increase in market value.

The proposed RPA exhibits various conditions which, if not addressed by the Village, would eventually worsen. For example, structures and site improvements reflect obsolescence, deterioration, deleterious layout; lack of community planning; and experienced a lag in the growth or decline of the EAV when compared with the remainder of the Village for three of the last five years. These various conditions discourage private sector investment in business enterprises.

B. Assessment of Fiscal Impact on Affected Taxing Districts.

It is anticipated that the implementation of this Redevelopment Plan and Project will have a minimal financial impact on most of the affected taxing districts. In fact, the action taken by the Village to stabilize and encourage growth of its tax base through the implementation of this Redevelopment Plan and Project will have a positive impact on the affected taxing districts by arresting declines in assessed valuations.

Given that there is the potential for new mixed use and retail / commercial development, the Village has included in this Redevelopment Plan and Project the provisions for distributions to such taxing districts and will follow the guidelines provided by the Act to compensate the districts at levels dictated by the increase in students, as provided for in the TIF Act.

Any surplus Special Tax Allocation Funds, to the extent any surplus exists, will be proportionately shared, based on the appropriate tax rates for a given year, with the various taxing districts, including the Village, after all TIF eligible costs either expended or incurred as an obligation by the Village have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the Village as provided by the Act.

V. TIF QUALIFICATION FACTORS PRESENT IN RPA

A. Findings.

The RPA was studied to determine its qualifications under the TIF Act. It was determined that the area as a whole qualifies as a TIF District under Illinois law based upon conservation area factors. Refer to the Qualification Report (Exhibit C) which is attached as part of this plan.

B. Eligibility Survey.

Representatives of KMA evaluated the RPA over a period from March 2014 through the date of this Redevelopment Plan and Project. Analysis was aided by certain reports obtained from the Village of Bourbonnais and other sources. In KMA's evaluation, only information was recorded which would directly aid in the determination of eligibility for the proposed Main Street/University Avenue Redevelopment Project Area.

VI. REDEVELOPMENT PROJECT

A. Redevelopment Plan and Project Objectives.

The Village proposes to realize its goals and objectives of encouraging the redevelopment of the RPA and encouraging private investment through public finance techniques including, but not limited to, Tax Increment Financing:

1) By implementing a plan that provides for the retention and expansion of existing businesses, and the attraction of users to redevelop existing retail, mixed use, and commercial structures, as well as vacant parcels that are, or may become available, within the RPA.

2) By constructing public improvements which may include (if necessary):

   i. Street and sidewalk improvements (including new street construction and widening of current streets);
   ii. Utility improvements (including, but not limited to, water, storm water management, flood control and sanitary sewer projects consisting of construction and rehabilitation);
   iii. Signalization, traffic control and lighting;
   iv. Off-street parking (if applicable);
   v. Landscaping, public signage, and beautification; and
   vi. Public facilities

3) By entering into redevelopment agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of an interest rate subsidy as allowed under the Act.

4) By providing for land assembly, site preparation, environmental remediation (if necessary), clearance, and demolition, including grading and excavation.

5) By the redevelopment of certain buildings through necessary rehabilitation and improvement of structures.

6) By exploring and reviewing job training programs in coordination with any Village, federal, state, and county programs.

7) By entering into agreements with other public bodies for the development or construction of public facilities and infrastructure.

B. Redevelopment Activities.

Pursuant to the foregoing objectives, the Village will implement a coordinated program of actions, including, but not limited to, site preparation, clearance, acquisition, demolition, provision of public infrastructure and related public improvements, and rehabilitation of structures, if necessary.

Site Preparation, Clearance, and Demolition

Property within the RPA may be acquired and improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

Land Assembly and Relocation

Certain properties or interests in properties in the RPA may be acquired by purchase or the exercise of eminent domain. Properties owned or acquired by the Village may be assembled and reconfigured into appropriate redevelopment sites. It is expected that the Village would facilitate private acquisition through reimbursement of acquisition and related costs through the write-down of its acquisition costs. Such land may be held or disposed of by the Village on terms appropriate for public or private development, including the acquisition of land needed for construction of public facilities or improvements. Relocation activities may also be undertaken by the Village.

Public Improvements

The Village may, but is not required to provide, public improvements in the RPA to enhance the immediate area and support the Redevelopment Plan and Project. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including extension of water mains as well as flood control and sanitary and storm sewer systems;
- Beautification, identification makers, landscaping, lighting, and signage of public right-of-ways; and
- Construction of new (or rehabilitation of existing) public facilities to allow for the redevelopment of the existing sites for new mixed use or retail/commercial uses.

Rehabilitation

The Village may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conformance to Village code provisions. Improvements may include exterior and facade related work as well as interior related work.

Interest Rate Write-Down

The Village may enter into agreements with owners/developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on annual basis out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

Job Training

The Village may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs;
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

C. General Land Use Plan.

Existing land use generally consists of a mix of primarily retail, commercial uses residential and institutional. Existing and potential land uses are shown in Exhibits D and E attached hereto and made a part of this Plan. The proposed land uses will conform to the Village's Comprehensive Plan (including any amendments thereto).

D. Additional Design and Control Standards for Community Development in the Village of Bourbonnais.

The appropriate design controls, as set forth in the Village's Comprehensive Plan, Zoning Ordinance and Building Codes (including any amendments thereto) shall apply to the RPA.

E. Estimated Redevelopment Project Costs.

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the Act, and any such costs incidental to this Redevelopment Plan and Project. Private investments, which supplement redevelopment project costs, are expected to substantially exceed such redevelopment project costs. Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan and Project include:

1. Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, or other special services, provided, however, that

no charges for professional services may be based on a percentage of the tax increment collected; except that after November 1, 1999, no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. In addition, redevelopment project costs shall not include lobbying expenses;

1.1 After July 1,1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment area or approved a redevelopment plan;

2. The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;

3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

5. Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November, 1, 1999 redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to the effective date of this amendatory Act of the 91st General Assembly or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provided that basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;

6. Costs of job training and retraining projects including the costs of 'welfare to work" programs implemented by businesses located within the redevelopment project area;

7. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;

8. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital (and additional student tuition) costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;

9. For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999 an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually as follows:

   a) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

      (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 25% of the total amount of property tax increment revenue produced by those

housing units that have received tax increment finance assistance under this Act;

(ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and

(iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act.

b) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than $5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

(i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;

(ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and

(iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act.

c) Any school district in a municipality with a population of 1,000,000, additional restrictions apply.

Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;

10. For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after January 1, 2005, a public library district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by this Act shall be paid to the library district by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units. This paragraph applies only if (i) the library is located in a county that is subject to the Property Tax Extension Limitation Law or (ii) the library district is not located in a county that is subject to the Property Tax Extension Limitation Law but the district is prohibited by any other law from increasing its tax levy rate without a prior voter referendum.

    The amount paid to a library district under this paragraph shall be calculated by multiplying (i) the net increase in the number of persons eligible to obtain a library card in that district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by this Act since the designation of the redevelopment project area by (ii) the per-patron cost of providing library services so long as it does not exceed $120. The per-patron cost shall be the Total Operating Expenditures Per Capita as stated in the most recent Illinois Public Library Statistics produced by the Library Research Center at the University of Illinois. The municipality may deduct from the amount that it must pay to a library district under this paragraph any amount that it has voluntarily paid to the library district from the tax increment revenue. The amount paid to a library district under this paragraph shall be no more than 2% of the amount produced by the assisted housing units and deposited into the Special Allocation Fund.

A library district is not eligible for any payment under this paragraph unless the library district has experienced an increase in the number of patrons from the municipality that created the tax-increment-financing district since the designation of the redevelopment project area.

Any library district seeking payment under this paragraph shall, after July 1 and before September 30 of each year, provide the municipality with convincing evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the library district. If the library district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. Library districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by this paragraph. By acceptance of such reimbursement, the library district shall forfeit any right to directly or indirectly set aside, modify, or contest in any manner whatsoever the establishment of the redevelopment project area or projects;

11. Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;

12. Payment in lieu of taxes;

13. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code;

14. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

    a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;

b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;

c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;

d) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;

e) the cost limits set forth in subparagraphs (b) and (d) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act and the percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d);

f) Instead of the eligible costs provided by subparagraphs (b) and (d), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (f) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (f).

The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (f) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner

of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants. The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later;

15. If the redevelopment project area is located within a municipality with a population of more than 100,000, the cost of day care services for children of employees from low-income families working for businesses located within the redevelopment project area and all or a portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the municipal, county, or regional median income, adjusted for family size, as the annual income and municipal, county or regional median income are determined from time to time by the United States Department of Housing and Urban Development.

16. Unless explicitly stated herein the costs of construction of new privately owned buildings shall not be an eligible redevelopment project cost;

17. After November 1, 1999, none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment projects if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, has become economically obsolete, or was no longer a viable location for the retailer or serviceman;

18. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. "Historic Resource" means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply

to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

If a special service area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

Estimated costs are shown on the next page. Adjustments to these cost items may be made without amendment to the Redevelopment Plan and Project.

Exhibit 3
Estimated Project Costs

Program Actions/Improvements	Estimated Costs*
1. Land Acquisition, Assembly Costs and Relocation Costs	$ 9,000,000
2. Demolition, Site Preparation, Environmental Cleanup and Related Costs	3,500,000
3. Utility Improvements including, but not limited to water system, storm/flood control system, sanitary sewers and road and rights-of-way improvements	16,000,000
4. Public facilities and infrastructure (inclusive of approved capital costs for Village and other tax districts)	3,500,000
5. Rehabilitation Programs	10,000,000
6. Planning, Legal, Engineering, Administrative and Other Professional Service Costs	2,500,000
7. Job Training	1,200,000
8. Interest Costs Pursuant to the Act	3,000,000
9. School Tuition Costs Pursuant to the Act (if applicable)	$2.100.000
TOTAL ESTIMATED PROJECT COSTS	**$50,800,000**

*All project cost estimates are in year 2015 dollars. In addition to the above stated costs, any bonds issued to finance a phase of the Project may include an amount sufficient to pay customary and reasonable charges associated with the issuance of such obligations as well as to provide for capitalized interest and reasonably required reserves, as well as annual interest payments. Adjustments to the estimated line item costs above are expected. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The line item amounts set forth above are not intended to place a not to exceed limit on the described expenditures as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the amount of payments for the Total Estimated Project Costs shall not exceed the combined overall budget amount shown above as provided for in the TIF Act. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment.

Pursuant to the Act, the Village may utilize net incremental property tax revenues received from other existing or future contiguous redevelopment project areas to pay eligible redevelopment project costs or obligations issued to pay such costs in the Main Street/University Avenue Redevelopment Project Area, and vice versa.

F. Sources of Funds to Pay Redevelopment Project Costs Eligible Under Illinois TIF Act.

Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from property tax increment revenues, proceeds from municipal obligations to be retired primarily with tax increment revenues and interest earned on resources available but not immediately needed for the Redevelopment Plan and Project.

Redevelopment project costs specifically contemplate those eligible costs set forth in the Act and do not contemplate the preponderance of the costs to redevelop the area. The majority of development costs will be privately financed, and TIF or other public sources are to be used, subject to approval by the Village Board, only to leverage and commit private redevelopment activity.

The tax increment revenues, which will be used to pay debt service on the municipal obligations, if any, and to directly pay redevelopment project costs, shall be the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2013 tax year for the RPA.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the Village may from time to time deem appropriate.

The Redevelopment Project Area would not reasonably be expected to be developed in a coordinated manner without the use of the incremental revenues provided by the Act.

The Village may also direct incremental revenues from the Redevelopment Project Area to any existing or future contiguous redevelopment project areas for redevelopment activities in conformance with the provisions of the Act and it may also receive incremental revenues from any existing or future contiguous redevelopment project areas in order to further the redevelopment activities described in this Plan.

G. Nature and Term of Obligations to be Issued.

The Village may issue obligations secured by the Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the Village by virtue of its home rule powers pursuant to the Illinois State Constitution.

Any and/or all obligations issued by the Village pursuant to this Redevelopment Plan and Project and the Act shall be retired not more than twenty-three (23) years after the year of adoption of the ordinance approving the Redevelopment Project Area. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance. One or more series of obligations may be issued

from time to time in order to implement this Redevelopment Plan and Project. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year, may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan and Project, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, as general obligation or revenue bonds, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions, and on such other terms, all as the Village may determine.

H. Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area.

The most recent estimate of equalized assessed valuation (EAV) for tax year 2013 of the property within the RPA is approximately $8,419,138.

I. Anticipated Equalized Assessed Valuation (EAV).

Upon completion of the anticipated private development of the Main Street/University Avenue Redevelopment Project Area over a twenty-three (23) year period, it is estimated that the equalized assessed valuation (EAV) of the property within the Main Street/University Avenue Redevelopment Project Area will be within a range of approximately $38,000,000 million to $50,000,000 million.

VII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

A. Redevelopment Project.

An implementation strategy will be employed with full consideration given to the availability of both public and private funding. It is anticipated that a phased redevelopment will be undertaken.

The Redevelopment Project will begin as soon as the private entities have obtained financing approvals for appropriate projects and such uses conform to the Village's Comprehensive Plan (including any amendments thereto). Depending upon the scope of the development as well as the actual uses, the following activities may be included in each phase:

Land Assembly: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site, and assembly costs or relocation costs or provided for by the Act may also be paid.

Demolition and Site Preparation: The existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition of certain parcels may be necessary for future projects. Additionally, the redevelopment plan contemplates site preparation, or other requirements necessary to prepare the site for desired redevelopment projects.

Rehabilitation: The Village may assist in the rehabilitation of private or public facilities, buildings or site improvements located within the RPA.

Landscaping/Buffering/Streetscaping: The Village may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.

Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The provision of necessary detention or retention ponds may also be undertaken by the Village. Utility services may also be provided or relocated in order to accommodate the renovation or expansion of buildings.

Public Infrastructure/Facility Improvements: Widening of existing road improvements and/or vacation of roads may be undertaken by the Village. Certain secondary streets/roads may be extended or constructed. Related curb, gutter, and paving improvements could also be constructed as needed. Public facilities including parking areas may be constructed that would be available to the general public.

Utility services may also be provided or relocated in order to accommodate the renovation or expansion of buildings.

Traffic Control/Signalization: Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.

Public Safety Related Infrastructure: Certain public safety improvements including, but not limited to, public signage, public facilities, and streetlights may be constructed or implemented.

Interest Costs Coverage: The Village may fund certain interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.

Professional Services: The Village may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The Village may reimburse itself from annual tax increment revenue if available.

Potential Payments to School Districts: The Village may fund payments to School Districts pursuant to the provisions of the Act.

B. Commitment to Fair Employment Practices and Affirmative Action.

As part of any Redevelopment Agreement entered into by the Village and any private developers, both will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices, which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

C. Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs.

This Redevelopment Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) calendar years after the year of adoption of an ordinance designating the Main Street/University Avenue Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year of the initial adoption of the ordinance approving the RPA.

VIII. PROVISIONS FOR AMENDING THE TIF PLAN AND PROJECT

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

EXHIBIT A

BOUNDARY MAP

EXHIBIT B

LEGAL DESCRIPTION

DOWNTOWN TIF DISTRICT
LEGAL DESCRIPTION

Beginning at the Southeast corner of Lot 24 of Villa Brook Subdivision, being a part of Lots 52 and 54 of the Mesheketeno Reservation in Township 31 North, Range 12 East of the Third Principal Meridian, Village of Bourbonnais, Kankakee County, Illinois, thence Northerly along the East line of Villa Brook Subdivision and Bor-Bo-Ne Manor Subdivision and said line extended to the Southwest corner of Lot 8 in Block 1, Narcisse C. Rivard's Subdivision, thence Northwesterly along the West line of Lot 8 and Lot 5 in said Block 1 to the South right-of-way line of River Street; thence Westerly along said right-of-way line to its intersection with the Easterly line of Lot 1 of Tetrault's Addition to the Village of Bourbonnais, extended Southerly; thence Northwesterly along said East line and East line extended to the Northeast corner of said Lot 1; thence Northeasterly to the Southwest corner of Lot 10 in Drake's Second Addition; thence Northwesterly along the West line of said Lot 10 and said line extended to the North right-of-way line of Marsile Street; thence Northeasterly along said North right-of-way line to the Southwest corner of Lot 31 in Drake's Second Addition; thence Northeasterly along the North line of said Lot 31 to the Southwest corner of Lot 2 in L.C. Looker's Subdivision in the Southeast corner of Original Lot 2 of the Mesheketeno Reservation; thence Northwesterly to the Southwest corner of Lot 1 in said L.C. Looker's Subdivision; thence Northeasterly along the Northerly line of said Lot 1 to the South right-of-way line of Main Street; thence Northwesterly along said right-of-way line to its intersections with the North line of the South Half of Original Lot 1 of the Mesheketeno Reservation extended; thence Northeasterly along the North line of the South Half of said Original Lot 1 and said line extended to the Northwest corner of Lot 1 in Bonville Re-Subdivision; thence Southeasterly along the West line of Bonville Re-subdivision and said line extended Southerly to a point on the West line of Lot 26 of J.K. Croswell's Survey of the South Half of Original Lot 1 of the Subdivision of the Mesheketeno Reservation, said point being 48 feet South of the Northwest corner of said Lot 26; thence Northeasterly to a point on the Westerly right-of-way line of Bernard Street, said point being 64 feet South of the Northeast corner of said Lot 26; thence Northwesterly along the Westerly right-of way line of Bernard Street to its intersection with the North line of Lot 20 of said J.K. Croswell's Subdivision extended Westerly; thence Northeasterly to the Northeast corner of Lot 2 in Harvey J. Legris Subdivision; thence Southeasterly to the Southwest corner of Lot 10 in Goodwin Subdivision; thence Northeasterly to the Southeast corner of Lot 10 in Goodwin Subdivision; thence Southerly along the Easterly line of Goodwin Subdivision extended to a point that is on a line that is 50 feet South of and parallel with the North line of Lot 15 of J.K. Croswell's Subdivision of the Mesheketeno Reservation; thence Northeasterly along said parallel line to the West right-of-way line of Roy Street; thence Northeasterly to the Northwest corner of Lot 10 of J.K. Croswell's Subdivision of the South Half of Original Lot 1 of the Mesheketeno Reservation; thence Northeasterly on the North line of said Lot 10 to the South right-of-way line of Water Avenue; thence Westerly along the said right-of-way line to the West line of the vacated portion of Water Avenue; thence Northerly along said West line to the North right-of-way line of Water Avenue to the West line of the East 180 feet of Lot 6 of said J.K. Croswell's Subdivision; thence Northerly along said West line to the North line of said Lot 6; thence Easterly

along said North line of Lot 6 to the West line of Lots 1, 2 and 6 of said J.K. Croswell's Subdivision; thence Northerly along said West line to the South right-of-way line of Beaudoin to its intersection with the West right-of-way line of the public alley in Block 1 of LaValle's Subdivision extended Southerly; thence Northerly along the West line of said alley and said line extended to the North line of the South Half of Original Lot 1 of the Mesheketeno Reservation; thence Southwesterly along the North line of the South Half of said Original Lot 1 to the Southeasterly corner of Trotter's Chase Condominium Development; thence Northwesterly along the Northern and Eastern boundary of said Trotter's Chase to the Easterly right-of-way line of Brown Boulevard; thence Southwesterly along said right-of-way line to its intersection with a line that is 234.21 feet Northeasterly of and parallel with the Northeasterly line of Lot 10 in Bourbonnais Towne Centre Subdivision extended; thence Northwesterly along said parallel line to the Westerly line of Lot 9 in Bourbonnais Towne Centre Subdivision; thence North 35°54'00" East along the Westerly line of said Lot 9 a distance of 184.41 feet; thence North 54°06'00" West along the Southwesterly line of said Lot 9 a distance of 774.50 feet; thence North 72°02'30" East a distance of 450.77 feet; thence South 00°09'00" East a distance of 27.00 feet; thence North 89°51'00" East a distance of 468.38 feet to the West line of Sunflower Subdivision; thence Southerly to the Southwest corner of Sunflower Subdivision; thence Easterly to the Southeast corner of Sunflower Subdivision, which is on the West right-of-way line of Brown Boulevard; thence Northerly along said right-of-way line to its intersection with the South line of Pita Subdivision extended; thence Easterly to the Southeast corner of Pita Subdivision; thence Northerly to the Northeast corner of Lot 2 in Bourbonnais Towne Centre Subdivision; thence North 89°51'00" East along the South line of Lots 3, 4, 5 and 6 and said line extended in Bourbonnais Towne Centre Subdivision a distance of 1,244.66 feet; thence South 00°31'00" East a distance of 200.00 feet; thence North 89°51'00" East to the Easterly right-of-way line of Convent Street; thence Southerly along the Easterly right-of-way line of Convent Street, Marsile Street and Main Street, also known as S.B.I. Route 45/52 to the Northwest corner of Lot 26 of Original Lot 28 of J.K. Croswell's Subdivision of the Mesheketeno Reservation; thence Northeasterly along the North line of said Lot 26 to the Northwest corner of Lot 6 in Collegedale Subdivision Second Addition thence Northeasterly along the North line of said Lot 6 and said line extended to the East right-of-way line of Bresse Street; thence Southerly along said Easterly right-of-way line to its intersection with the South right-of-way line of Munroe Street; thence Westerly along said South right-of-way line to the Northwest corner of Lot 3, Block 1 in Collegedale Subdivision; thence Southerly to the Southwest corner of said Lot 3; thence Easterly along the South line of said Lot 3 to its intersection with the East right-of-way of the public in lying within Block 6 in Numa Ray Subdivision of the Francis Marcotte Estate Lands; thence Southerly along the East right-of-way line of said alley to the North right-of-way line of North Street; thence Westerly along said right-of-way line and said line extended to the West right-of-way line of Main Street; thence Southerly along said right-of-way line to the South line of Block 2 in Numa Ray's Re-Subdivision of Blocks 1 and 2 of the Numa Ray Subdivision of the Francis Marcotte Estate Lands; thence Westerly along the South line of said Block 2 and said line extended Westerly to the point of beginning.

EXHIBIT C

TIF QUALIFICATION REPORT

EXHIBIT D

EXISTING LAND USE MAP

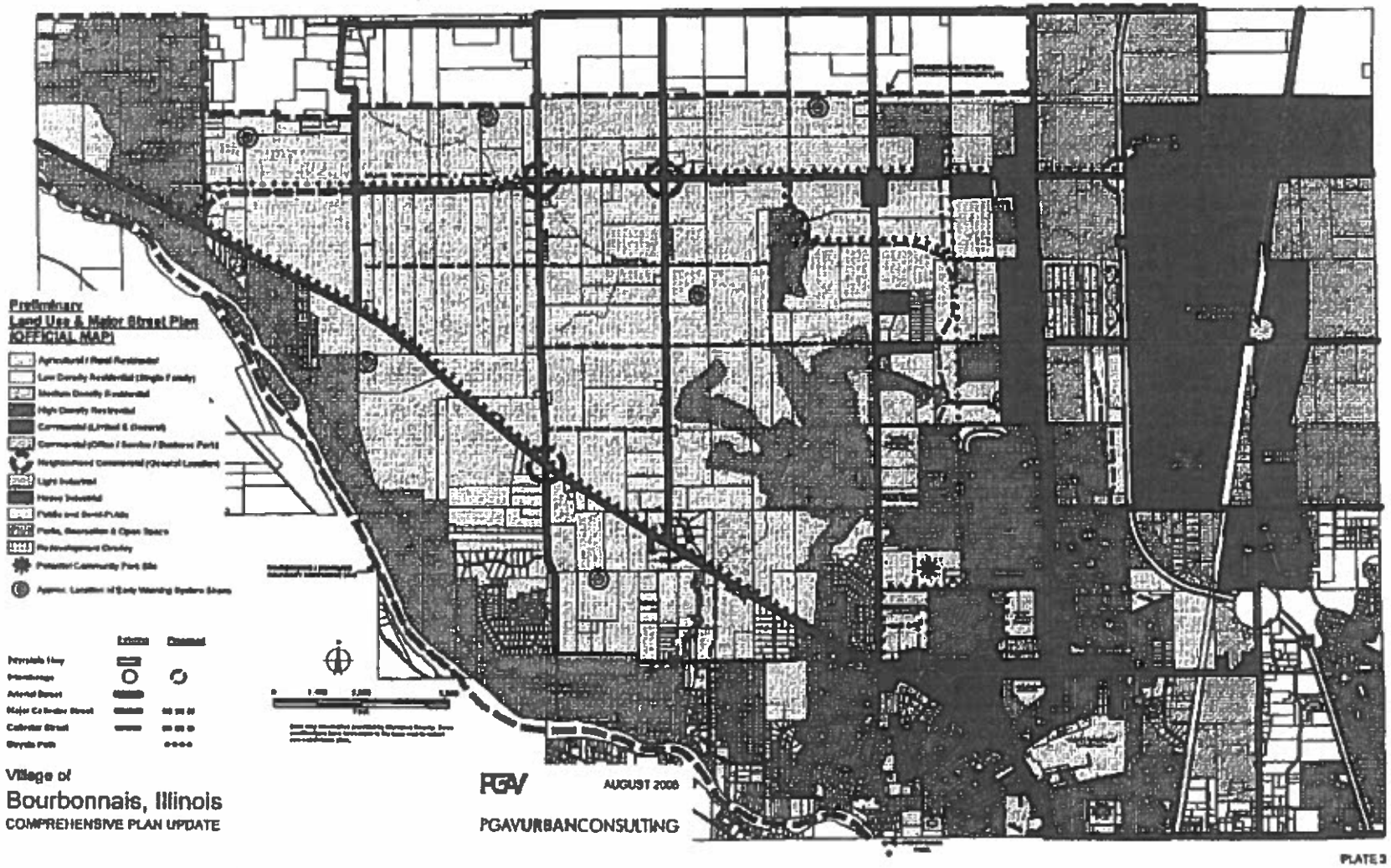

Preliminary
Land Use & Major Street Plan
(OFFICIAL MAP)
Existing
Planned
Village of
Bourbonnais, Illinois
COMPREHENSIVE PLAN UPDATE
PGAV
AUGUST 2008
PGAVURBANCONSULTING

PLATE 3

VILLAGE OF BOURBONNAIS

ORDINANCE NO. 15-1993

AN ORDINANCE DESIGNATING THE MAIN STREET/UNIVERSITY AVENUE REDEVELOPMENT PROJECT AREA OF SAID VILLAGE A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT 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. 15-1993

AN ORDINANCE DESIGNATING THE MAIN STREET/UNIVERSITY AVENUE REDEVELOPMENT PROJECT AREA OF SAID VILLAGE A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT IN THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Bourbonnais, Kankakee County, Illinois (the "Village"), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan and Project") within the municipal boundaries of the Village and within a proposed redevelopment project area (the "Area") described in Section 1 of this Ordinance; and

WHEREAS, the Corporate Authorities have heretofore by ordinance approved the Plan and Project, which Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on July 6, 2015, and it is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Village Board of the Village of Bourbonnais, Kankakee County, Illinois, as follows:

Section 1. Area Designated. That the Area, as legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set

out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

ATTACHMENTS:

EXHIBIT A – Legal Description

EXHIBIT B – General Street Location

EXHIBIT C – Map of Redevelopment Project Area

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)
) SS.
COUNTY OF KANKAKEE)

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-1993

AN ORDINANCE DESIGNATING THE MAIN STREET/UNIVERSITY AVENUE REDEVELOPMENT PROJECT AREA OF SAID VILLAGE A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT 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

LEGAL DESCRIPTION

SEE ATTACHED

EXHIBIT I - MAIN STREET / UNIVERSITYAVENUE CORRIDOR REDEVELOPMENT PROJECT AREA

Beginning at the Southeast corner of Lot 24 of Villa Brook Subdivision, being a part of Lots 52 and 54 of the Mesheketeno Reservation in Township 31 North, Range 12 East of the Third Principal Meridian, Village of Bourbonnais, Kankakee County, Illinois, thence Northerly along the East line of Villa Brook Subdivision and Bor-Bo-Ne Manor Subdivision and said line extended to the Southwest corner of Lot 8 in Block 1, Narcisse C. Rivard's Subdivision, thence Northwesterly along the West line of Lot 8 and Lot 5 in said Block 1 to the South right-of-way line of River Street; thence Westerly along said right-of-way line to its intersection with the Easterly line of Lot 1 of Tetrault's Addition to the Village of Bourbonnais, extended Southerly; thence Northwesterly along said East line and East line extended to the Northeast corner of said Lot 1; thence Northeasterly to the Southwest corner of Lot 10 in Drake's Second Addition; thence Northwesterly along the West line of said Lot 10 and said line extended to the North right-of-way line of Marsile Street; thence Northeasterly along said North right-of-way line to the Southwest corner of Lot 31 in Drake's Second Addition; thence Northeasterly along the North line of said Lot 31 to the Southwest corner of Lot 2 in L.C. Looker's Subdivision in the Southeast corner of Original Lot 2 of the Mesheketeno Reservation; thence Northwesterly to the Southwest corner of Lot 1 in said L.C. Looker's Subdivision; thence Northeasterly along the Northerly line of said Lot 1 to the South right-of-way line of Main Street; thence Northwesterly along said right-of-way line to its intersections with the North line of the South Half of Original Lot 1 of the Mesheketeno Reservation extended; thence Northeasterly along the North line of the South Half of said Original Lot 1 and said line extended to the Northwest corner of Lot 1 in Bonville Re-Subdivision; thence Southeasterly along the West line of Bonville Re-subdivision and said line extended Southerly to a point on the West line of Lot 26 of J.K. Croswell's Survey of the South Half of Original Lot 1 of the Subdivision of the Mesheketeno Reservation, said point being 48 feet South of the Northwest corner of said Lot 26; thence Northeasterly to a point on the Westerly right-of-way line of Bernard Street, said point being 64 feet South of the Northeast corner of said Lot 26; thence Northwesterly along the Westerly right-of way line of Bernard Street to its intersection with the North line of Lot 20 of said J.K. Croswell's Subdivision extended Westerly; thence Northeasterly to the Northeast corner of Lot 2 in Harvey J. Legris Subdivision; thence Southeasterly to the Southwest corner of Lot 10 in Goodwin Subdivision; thence Northeasterly to the Southeast corner of Lot 10 in Goodwin Subdivision; thence Southerly along the Easterly line of Goodwin Subdivision extended to a point that is on a line that is 50 feet South of and parallel with the North line of Lot 15 of J.K. Croswell's Subdivision of the Mesheketeno Reservation; thence Northeasterly along said parallel line to the West right-of-way line of Roy Street; thence Northeasterly to the Northwest corner of Lot 10 of J.K. Croswell's Subdivision of the South Half of Original Lot 1 of the Mesheketeno Reservation; thence Northeasterly on the North line of said Lot 10 to the South right-of-way line of Water Avenue; thence Westerly along the said right-of-way line to the West line of the vacated portion of Water Avenue; thence Northerly along said West line to the North right-of-way line of Water Avenue to the West line of the East 180 feet of Lot 6 of said J.K. Croswell's Subdivision; thence Northerly along said West line to the North line of said Lot 6; thence Easterly along said North line of Lot 6 to the West line of Lots 1, 2 and 6 of said J.K. Croswell's Subdivision; thence Northerly along said West line to the South right-of-way line of Beaudoin to its intersection with the West right-of-way line of the public alley in Block 1 of LaValle's Subdivision extended Southerly; thence Northerly along the West line of

said alley and said line extended to the North line of the South Half of Original Lot 1 of the Mesheketeno Reservation; thence Southwesterly along the North line of the South Half of said Original Lot 1 to the Southeasterly corner of Trotter's Chase Condominium Development; thence Northwesterly along the Northern and Eastern boundary of said Trotter's Chase to the Easterly right-of-way line of Brown Boulevard; thence Southwesterly along said right-of-way line to its intersection with a line that is 234.21 feet Northeasterly of and parallel with the Northeasterly line of Lot 10 in Bourbonnais Towne Centre Subdivision extended; thence Northwesterly along said parallel line to the Westerly line of Lot 9 in Bourbonnais Towne Centre Subdivision; thence North 35°54'00" East along the Westerly line of said Lot 9 a distance of 184.41 feet; thence North 54°06'00" West along the Southwesterly line of said Lot 9 a distance of 774.50 feet; thence North 72°02'30" East a distance of 450.77 feet; thence South 00°09'00" East a distance of 27.00 feet; thence North 89°51'00" East a distance of 468.38 feet to the West line of Sunflower Subdivision; thence Southerly to the Southwest corner of Sunflower Subdivision; thence Easterly to the Southeast corner of Sunflower Subdivision, which is on the West right-of-way line of Brown Boulevard; thence Northerly along said right-of-way line to its intersection with the South line of Pita Subdivision extended; thence Easterly to the Southeast corner of Pita Subdivision; thence Northerly to the Northeast corner of Lot 2 in Bourbonnais Towne Centre Subdivision; thence North 89°51'00" East along the South line of Lots 3, 4, 5 and 6 and said line extended in Bourbonnais Towne Centre Subdivision a distance of 1,244.66 feet; thence South 00°31'00" East a distance of 200.00 feet; thence North 89°51'00" East to the Easterly right-of-way line of Convent Street; thence Southerly along the Easterly right-of-way line of Convent Street, Marsile Street and Main Street, also known as S.B.I. Route 45/52 to the Northwest corner of Lot 26 of Original Lot 28 of J.K. Croswell's Subdivision of the Mesheketeno Reservation; thence Northeasterly along the North line of said Lot 26 to the Northwest corner of Lot 6 in Collegedale Subdivision Second Addition thence Northeasterly along the North line of said Lot 6 and said line extended to the East right-of-way line of Bresse Street; thence Southerly along said Easterly right-of-way line to its intersection with the South right-of-way line of Munroe Street; thence Westerly along said South right-of-way line to the Northwest corner of Lot 3, Block 1 in Collegedale Subdivision; thence Southerly to the Southwest corner of said Lot 3; thence Easterly along the South line of said Lot 3 to its intersection with the East right-of-way of the public in lying within Block 6 in Numa Ray Subdivision of the Francis Marcotte Estate Lands; thence Southerly along the East right-of-way line of said alley to the North right-of-way line of North Street; thence Westerly along said right-of-way line and said line extended to the West right-of-way line of Main Street; thence Southerly along said right-of-way line to the South line of Block 2 in Numa Ray's Re-Subdivision of Blocks 1 and 2 of the Numa Ray Subdivision of the Francis Marcotte Estate Lands; thence Westerly along the South line of said Block 2 and said line extended Westerly to the point of beginning.

EXHIBIT B

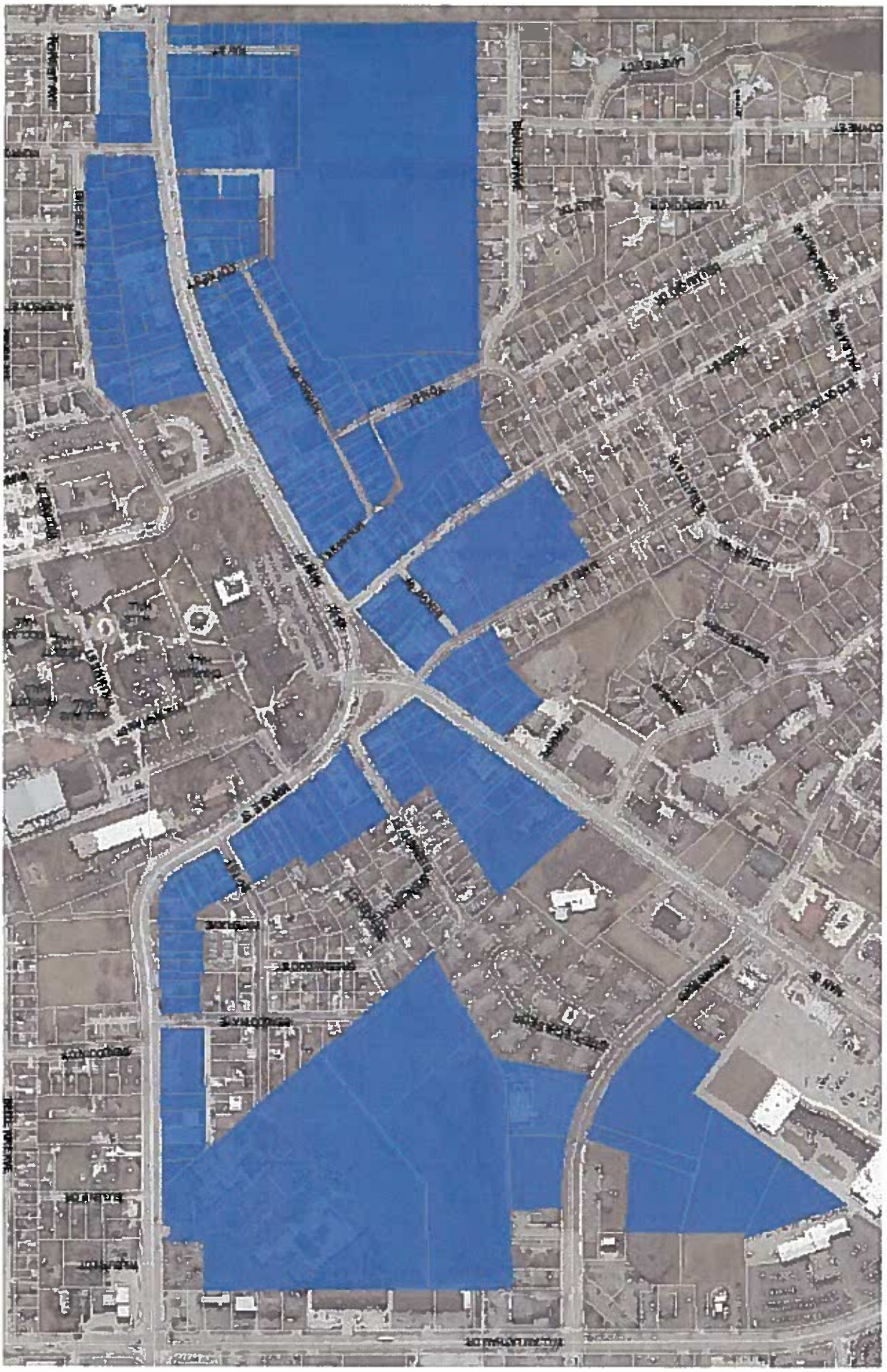
GENERAL STREET LOCATION

The RPA is a contiguous area the boundaries of which are area located primarily in the central Downtown area of the Village and is generally bounded by Eugene Drive on the north and North Avenue on the south with parcels located on the east and west sides of Main Street (Routes 102, 45 and 52).

EXHIBIT C

MAP OF REDEVELOPMENT PROJECT AREA

SEE ATTACHED



VILLAGE OF BOURBONNAIS

ORDINANCE NO. 15-1994

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE MAIN STREET/UNIVERSITY AVENUE REDEVELOPMENT PROJECT AREA INTHE 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. 15-1994

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE MAIN STREET/UNIVERSITY AVENUE REDEVELOPMENT PROJECT AREA INTHE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS

WHEREAS, it is desirable and in the best interest of the citizens of the Village of , Kankakee County, Illinois (the "Village"), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"); and

WHEREAS, the Village has heretofore approved a redevelopment plan and project (the "Plan and Project") as required by the Act by passage of an ordinance and has heretofore designated a redevelopment project area (the "Area") as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the Act.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Village Board of the Village of Bourbonnais, Kankakee County, Illinois, as follows:

Section 1. Tax Increment Financing Adopted. That tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Area as legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Allocation of Ad Valorem Taxes. That pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each

year after the effective date of this Ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer, who shall deposit said taxes into a special fund, hereby created, and designated the "Main Street/University Avenue Redevelopment Project Area Special Tax Allocation Fund" of the Village and such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

Section 3. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effective immediately upon its passage by the Corporate Authorities and approval as provided by law.

ATTACHMENTS:

EXHIBIT A – Legal Description

EXHIBIT B – General Street Location

EXHIBIT C – Map of Redevelopment Project Area

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)
) SS.
COUNTY OF KANKAKEE)

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-1994

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE MAIN STREET/UNIVERSITY AVENUE REDEVELOPMENT PROJECT AREA INTHE 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

LEGAL DESCRIPTION

SEE ATTACHED

EXHIBIT I - MAIN STREET / UNIVERSITYAVENUE CORRIDOR REDEVELOPMENT PROJECT AREA

Beginning at the Southeast corner of Lot 24 of Villa Brook Subdivision, being a part of Lots 52 and 54 of the Mesheketeno Reservation in Township 31 North, Range 12 East of the Third Principal Meridian, Village of Bourbonnais, Kankakee County, Illinois, thence Northerly along the East line of Villa Brook Subdivision and Bor-Bo-Ne Manor Subdivision and said line extended to the Southwest corner of Lot 8 in Block 1, Narcisse C. Rivard's Subdivision, thence Northwesterly along the West line of Lot 8 and Lot 5 in said Block 1 to the South right-of-way line of River Street; thence Westerly along said right-of-way line to its intersection with the Easterly line of Lot 1 of Tetrault's Addition to the Village of Bourbonnais, extended Southerly; thence Northwesterly along said East line and East line extended to the Northeast corner of said Lot 1; thence Northeasterly to the Southwest corner of Lot 10 in Drake's Second Addition; thence Northwesterly along the West line of said Lot 10 and said line extended to the North right-of-way line of Marsile Street; thence Northeasterly along said North right-of-way line to the Southwest corner of Lot 31 in Drake's Second Addition; thence Northeasterly along the North line of said Lot 31 to the Southwest corner of Lot 2 in L.C. Looker's Subdivision in the Southeast corner of Original Lot 2 of the Mesheketeno Reservation; thence Northwesterly to the Southwest corner of Lot 1 in said L.C. Looker's Subdivision; thence Northeasterly along the Northerly line of said Lot 1 to the South right-of-way line of Main Street; thence Northwesterly along said right-of-way line to its intersections with the North line of the South Half of Original Lot 1 of the Mesheketeno Reservation extended; thence Northeasterly along the North line of the South Half of said Original Lot 1 and said line extended to the Northwest corner of Lot 1 in Bonville Re-Subdivision; thence Southeasterly along the West line of Bonville Re-subdivision and said line extended Southerly to a point on the West line of Lot 26 of J.K. Croswell's Survey of the South Half of Original Lot 1 of the Subdivision of the Mesheketeno Reservation, said point being 48 feet South of the Northwest corner of said Lot 26; thence Northeasterly to a point on the Westerly right-of-way line of Bernard Street, said point being 64 feet South of the Northeast corner of said Lot 26; thence Northwesterly along the Westerly right-of way line of Bernard Street to its intersection with the North line of Lot 20 of said J.K. Croswell's Subdivision extended Westerly; thence Northeasterly to the Northeast corner of Lot 2 in Harvey J. Legris Subdivision; thence Southeasterly to the Southwest corner of Lot 10 in Goodwin Subdivision; thence Northeasterly to the Southeast corner of Lot 10 in Goodwin Subdivision; thence Southerly along the Easterly line of Goodwin Subdivision extended to a point that is on a line that is 50 feet South of and parallel with the North line of Lot 15 of J.K. Croswell's Subdivision of the Mesheketeno Reservation; thence Northeasterly along said parallel line to the West right-of-way line of Roy Street; thence Northeasterly to the Northwest corner of Lot 10 of J.K. Croswell's Subdivision of the South Half of Original Lot 1 of the Mesheketeno Reservation; thence Northeasterly on the North line of said Lot 10 to the South right-of-way line of Water Avenue; thence Westerly along the said right-of-way line to the West line of the vacated portion of Water Avenue; thence Northerly along said West line to the North right-of-way line of Water Avenue to the West line of the East 180 feet of Lot 6 of said J.K. Croswell's Subdivision; thence Northerly along said West line to the North line of said Lot 6; thence Easterly along said North line of Lot 6 to the West line of Lots 1, 2 and 6 of said J.K. Croswell's Subdivision; thence Northerly along said West line to the South right-of-way line of Beaudoin to its intersection with the West right-of-way line of the public alley in Block 1 of LaValle's Subdivision extended Southerly; thence Northerly along the West line of

said alley and said line extended to the North line of the South Half of Original Lot 1 of the Mesheketeno Reservation; thence Southwesterly along the North line of the South Half of said Original Lot 1 to the Southeasterly corner of Trotter's Chase Condominium Development; thence Northwesterly along the Northern and Eastern boundary of said Trotter's Chase to the Easterly right-of-way line of Brown Boulevard; thence Southwesterly along said right-of-way line to its intersection with a line that is 234.21 feet Northeasterly of and parallel with the Northeasterly line of Lot 10 in Bourbonnais Towne Centre Subdivision extended; thence Northwesterly along said parallel line to the Westerly line of Lot 9 in Bourbonnais Towne Centre Subdivision; thence North 35°54'00" East along the Westerly line of said Lot 9 a distance of 184.41 feet; thence North 54°06'00" West along the Southwesterly line of said Lot 9 a distance of 774.50 feet; thence North 72°02'30" East a distance of 450.77 feet; thence South 00°09'00" East a distance of 27.00 feet; thence North 89°51'00" East a distance of 468.38 feet to the West line of Sunflower Subdivision; thence Southerly to the Southwest corner of Sunflower Subdivision; thence Easterly to the Southeast corner of Sunflower Subdivision, which is on the West right-of-way line of Brown Boulevard; thence Northerly along said right-of-way line to its intersection with the South line of Pita Subdivision extended; thence Easterly to the Southeast corner of Pita Subdivision; thence Northerly to the Northeast corner of Lot 2 in Bourbonnais Towne Centre Subdivision; thence North 89°51'00" East along the South line of Lots 3, 4, 5 and 6 and said line extended in Bourbonnais Towne Centre Subdivision a distance of 1,244.66 feet; thence South 00°31'00" East a distance of 200.00 feet; thence North 89°51'00" East to the Easterly right-of-way line of Convent Street; thence Southerly along the Easterly right-of-way line of Convent Street, Marsile Street and Main Street, also known as S.B.I. Route 45/52 to the Northwest corner of Lot 26 of Original Lot 28 of J.K. Croswell's Subdivision of the Mesheketeno Reservation; thence Northeasterly along the North line of said Lot 26 to the Northwest corner of Lot 6 in Collegedale Subdivision Second Addition thence Northeasterly along the North line of said Lot 6 and said line extended to the East right-of-way line of Bresse Street; thence Southerly along said Easterly right-of-way line to its intersection with the South right-of-way line of Munroe Street; thence Westerly along said South right-of-way line to the Northwest corner of Lot 3, Block 1 in Collegedale Subdivision; thence Southerly to the Southwest corner of said Lot 3; thence Easterly along the South line of said Lot 3 to its intersection with the East right-of-way of the public in lying within Block 6 in Numa Ray Subdivision of the Francis Marcotte Estate Lands; thence Southerly along the East right-of-way line of said alley to the North right-of-way line of North Street; thence Westerly along said right-of-way line and said line extended to the West right-of-way line of Main Street; thence Southerly along said right-of-way line to the South line of Block 2 in Numa Ray's Re-Subdivision of Blocks 1 and 2 of the Numa Ray Subdivision of the Francis Marcotte Estate Lands; thence Westerly along the South line of said Block 2 and said line extended Westerly to the point of beginning.

EXHIBIT B

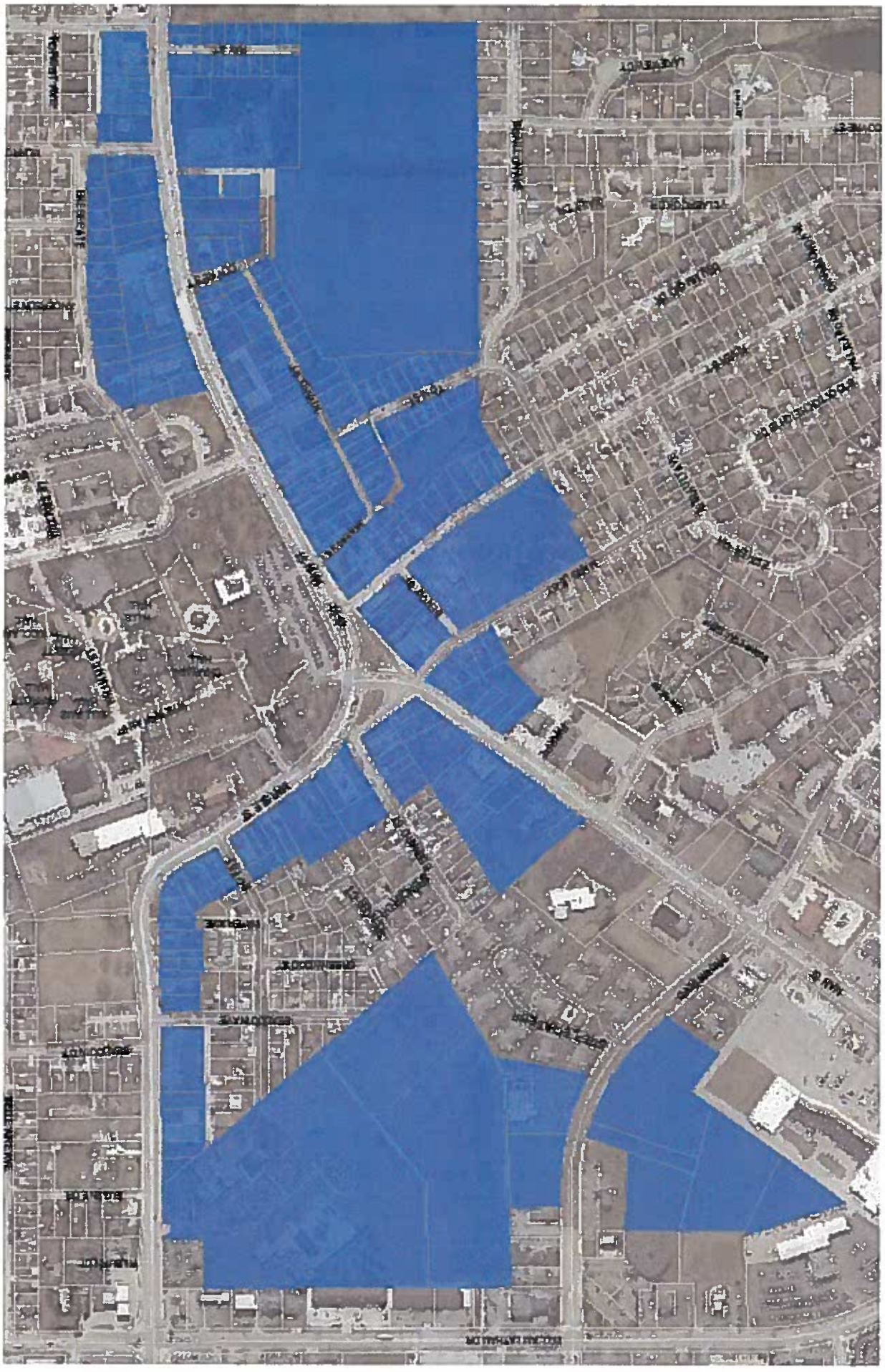
GENERAL STREET LOCATION

The RPA is a contiguous area the boundaries of which are area located primarily in the central Downtown area of the Village and is generally bounded by Eugene Drive on the north and North Avenue on the south with parcels located on the east and west sides of Main Street (Routes 102, 45 and 52).

EXHIBIT C

MAP OF REDEVELOPMENT PROJECT AREA

SEE ATTACHED



VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 15-1995

AN ORDINANCE AUTHORIZING, APPROVING AND RATIFYING A VOLUNTARY SEPARATION AGREEMENT CONCERNING THE VILLAGE ADMINISTRATOR

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNIAS
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. 15-1995

AN ORDINANCE AUTHORIZING, APPROVING AND RATIFYING A VOLUNTARY SEPARATION AGREEMENT CONCERNING THE VILLAGE ADMINISTRATOR

WHEREAS, the Corporate Authorities are authorized by the Illinois Municipal Code and more specifically 65 ILCS 5/8-1-7 to enter into contracts regarding Administrator's services; and

WHEREAS, the Village Attorney, Patrick T Dunn, was requested by the Corporate Authorities to negotiate a Voluntary Separation Agreement with the Village Administrator, and

WHEREAS, Administrator and the Village Attorney have negotiated a Voluntary Separation Agreement, the Agreement, attached hereto and made part hereof as Exhibit "A"; and

WHEREAS, the Corporate Authorities of the Village believe it is in the best interests of the Village and its citizens to approve the Agreement and to authorize, approve and ratify the Mayor and Clerk to execute said agreement in substantially the same form as attached hereto.

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 foregoing recitals are hereby found to be true and correct and hereafter shall be and are hereby incorporated into and made part of this Section One as though they were fully set forth in this Section One.

SECTION TWO: That the attached Agreement is hereby approved and authorized by the Corporate Authorities and the Village President and Clerk are hereby authorized and directed to take any and all actions necessary to carry out the terms of the Agreement.

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

SECTION FOUR: 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)
) SS.
COUNTY OF KANKAKEE)

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-1995

AN ORDINANCE AUTHORIZING, APPROVING AND RATIFYING A VOLUNTARY SEPARATION AGREEMENT CONCERNING THE VILLAGE ADMINISTRATOR

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

VOLUNTARY SEPARATION AGREEMENT

SEE ATTACHED

VOLUNTARY SEPARATION AGREEMENT

This separation agreement and general release (hereinafter referred to as the "Agreement") is entered into in the state of Illinois, between GREGG S. SPATHIS and his heirs, marital community, successors and assigns, and representatives (hereinafter collectively referred to as "Employee") and the Village of Bourbonnais, Illinois a non-home rule Illinois municipal corporation, together with its elected officials, consultants, attorneys, employees, related organizations, and their successors and assigns (hereinafter referred to as the "Village").

RECITALS

1. Employee has been employed by the Village since adoption of Ordinance 08-1750 on January 7, 2008.
2. The parties have mutually agreed to terminate the employment relationship by Employee's voluntary action effective July 2, 2015 ("Separation Date").

THEREFORE, in consideration for the acts, payments, covenants, and mutual agreements herein described and agreed to be performed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to, Employee and Village agree as follows:

SECTION I

Following the revocation period in Section V(F), the Village covenants and agrees to provide Employee as consideration for Employee's promises and covenants set forth in this Agreement, the following:

A. A payment in the amount of any unused vacation days or personal days accrued to Employee as of the Separation Date as limited and allowed by the terms of the Employee Handbook. This lump sum payment shall be subject to all withholdings as required by state and federal law, and applicable withholdings for medical and dental insurance coverage. Said payment is payable within ten (10) business days following the revocation period identified in Section V(F) of this Agreement. This payment will be reported on Form W-2, pursuant to federal and state law. The Village may offset from this payment all sums owed by Employee to the Village. The amount of any such offset also shall be subject to all withholdings as required by state and federal law.

B. A payment in the amount of three (3) months of Employee's current salary. These payments shall be made as regular paychecks at the time normal village payroll checks are issued. Any and all payments hereunder shall be subject to all withholdings as required by state and federal law, Said payment is payable within ten (10) business days following the revocation period identified in Section V(F) of this Agreement. This payment will be reported on Form W-2, pursuant to federal and state law. The Company may offset from this payment all sums owed by Employee to the Company. The amount of any such offset also shall be subject to all withholdings as required by state and federal law.

C. Continuation of medical and dental benefits provided under the plans in which Employee participated immediately prior to the Separation Date, for one month following the Separation

Date. The continuation of benefits is conditioned on the employee and the Village paying their respective shares of the cost of medical and dental (or other) coverage. The employee has been provided a copy of summary plan descriptions,. The terms and conditions of the various health insurance and dental insurance plans shall govern in all cases irrespective of this Agreement. Following this one-month period, Employee will be eligible to elect continued medical and dental insurance coverage in accordance with COBRA. Employee shall be responsible for the full cost of such coverage.

D. The Village agrees that it will not challenge Employee's unemployment insurance claim despite its legal rights to do so.

E. The Village further covenants and agrees to accept Employee's voluntary resignation effective on the Separation Date.

F. The Village agrees that it shall provide when requested an employee reference in the same form as attached hereto as Exhibit "A".

SECTION II

In exchange for the valuable consideration provided herein, the sufficiency of which is hereby acknowledged, Employee hereby agrees to the following:

A. Employee voluntarily resigns from his employment with the Village effective on the Separation Date. Employee voluntarily admits that he is an employee at will. Employee further states that the VILLAGE ADMINISTRATOR EMPLOYEMENT AGREEMENT signed December 17, 2007 and approved by Ordinance 08-1750 has previously expired by operation of law and has not been binding on the Village since the expiration of Mayor Robert Latham's term ,and therefore said Agreement has no effect on this Voluntary Separation Agreement.

B. Except for the payments and benefits referred to in Section I of this Agreement and Employee's vested benefits, Employee expressly acknowledges and agrees that Employee has been paid all wages and other benefits due, and that the Village is not otherwise indebted to Employee for any other wages (including bonuses), benefits, benefit plans including, without limitation, health, dental, and disability insurance (except any rights to COBRA continuation coverage that Employee may elect), severance, reimbursements, or other monies or damages.

C. Employee covenants and agrees to return any and all Village property in Employee's possession by the Separation Date including but not limited to any and all data, whether electronically maintained or in paper form, all keys, computers, computer access codes and passwords, cell phones, vehicle keys, office keys or credit cards. Employee shall not destroy, remove or delete any data, emails or paperwork. Employee further agrees that any and all payments, benefits and obligations of the Village are conditional upon his return of all Village property as required herein.

D. Employee does hereby forever release, discharge, cancel, waive, and acquit, for Employee and Employee's heirs, executors, administrators, and assigns, any and all rights, claims, demands, and causes of action, obligations, damages, penalties, fees, costs, expenses, and liability that Employee has, had, or may hereafter have against the Village and all its current or former affiliates, subsidiaries, agents, officers, elected officials, owners, employees, attorneys,

consultants, successors, and assigns, and their respective shareholders, officers, directors, managers, employees, and agents (collectively, "Village-Released Parties"), arising out of, or by reason of any cause, matter, or thing whatsoever existing as of the date of execution of this Agreement, WHETHER KNOWN TO THE PARTIES AT THE TIME OF EXECUTION OF THIS AGREEMENT OR NOT.

E. THIS FULL WAIVER AND RELEASE OF ALL CLAIMS includes without limitation, any claims, demands, or causes of action arising out of, or relating in any manner whatsoever to Employee's employment and/or termination of employment with the Village, and includes, BUT IS NOT LIMITED TO any charge, claim, lawsuit, or other proceeding arising under the employment relationship, Title VII of the Civil Rights Act of 1964 and its amendments, the Age Discrimination in Employment Act of 1967, the Labor Management Relations Act, the Employee Retirement Income Security Act of 1974, the Civil Rights Act of 1991, the any state Civil Rights Act or similar state law or regulation, the Americans with Disabilities Act, the Consolidated Omnibus Budget Reconciliation Act, the state or federal Occupational Safety and Health Acts, Family and Medical Leave Act, Health Insurance Portability and Accountability Act of 1996, or any other federal, state, or local statute, regulation, ordinance, or common law. To the extent that federal or state law could make the foregoing waiver and release invalid as to a particular claim, Employee hereby waives and releases any right to receive any relief as a result of any legal action brought by Employee or on Employee's behalf arising out of Employee's employment with the Village or the termination of that employment.. This release does not waive any right that may not be waived by law and does not relate to claims for vested employee benefits.

F. Except as may otherwise be prohibited by law, Employee covenants and agrees not to institute, or cause to be instituted, any legal proceeding against the Village or any of its current or former affiliates, subsidiaries, agents, officers, elected officials, owners, employees, attorneys, successors, and assigns premised upon any legal theory or claim whatsoever including, without limitation, contract, tort, wrongful discharge, personal injury, fraud, or deceit arising out of or relating to the employment and termination of employment with the Village, except to enforce the terms of this Agreement.

G. Employee further agrees to dismiss with prejudice or withdraw any administrative complaints, grievances, lawsuits, or other legal actions that Employee may have already filed against the Village.

H. This Agreement shall not be construed to prohibit Employee from providing information to the DOL, U.S. Securities and Exchange Commission (SEC), Occupational Safety and Health Administration (OSHA), or Illinois Division of Occupational Safety and Health, or testifying in any civil or criminal proceedings, even if such information or testimony being provided relates to the claims or matters covered by this Agreement. This Agreement shall not be construed as a waiver or withdrawal of any safety concerns that Employee has or may have reported to the DOL, or withdrawal of any participation by Employee in any DOL proceedings. Notwithstanding anything to the contrary in this paragraph, Employee hereby waives and releases any right to receive any relief as a result of Employee's participation in any investigation or proceeding of the DOL or any federal, state, or local government agency or court.

I. This release does not impair Employee's right to file a charge or complaint with any federal, state, or local enforcement agency. Except as may otherwise be prohibited by law, the parties

agree that this Agreement may be pleaded as a complete bar to any action or suit before any administrative body or court with respect to any complaint, charge, or claim arising under any federal, state, local, or other law relating to any possible claim that existed or may have existed as a result of the Employee's employment or termination of employment against the Village-Released Parties at any time up through the date of this Agreement.

J. Employee acknowledges that Employee will be liable for the payment of any and all federal, state, and local taxes that may be due as a result of the monetary consideration received pursuant to this Agreement.

K. Employee acknowledges and agrees that if Employee breaches any term of this Agreement, Village may cease payment and recover damages including, without limitation, attorneys' fees and costs.

L. Employee agrees not to make any negative or disparaging remarks about Village, except as expressly permitted by law.

SECTION III

Employee agrees to hold in strict confidence the terms and conditions of this Agreement. Employee covenants and agrees that Employee will not, either directly or through any other person, agent, or representative, publicly or privately discuss or disclose the nature or content of this Agreement with any non-party to this Agreement, except that said terms can be revealed if required by federal or state law, and Employee may disclose the terms of this Agreement to accountants, attorneys, or other consultants, but only for the purpose of obtaining financial and/or legal advice. If Employee discloses the terms of this Agreement to such persons, Employee remains responsible for ensuring that the recipients of the confidential severance and settlement terms protect the confidentiality of those terms. Any breach of the provisions of this section shall be deemed material and significant, and shall entitle the Village to be reimbursed by Employee for all amounts paid to Employee under this Agreement, plus the right to recover damages including, without limitation, attorneys' fees and costs.

SECTION IV

A. Except as expressly permitted in Section II(I), Employee hereby agrees to hold in confidence, and not to disclose to or use for the benefit of Employee or any person, firm, or corporation, any Confidential Information of the Village, without the Village's prior written authorization in each particular case. The Village and Employee hereby acknowledge and agree that any default by Employee under Sections IV(A)-(B) of this Agreement, whether or not such default is continuing, will cause irreparable damage to the Village in an amount difficult to ascertain. Accordingly, in addition to any other relief to which the Village may be entitled, at law or in equity, the Village shall be entitled to such equitable relief as may be ordered by any court of competent jurisdiction including, but not limited to, an injunction restraining any violation of Sections IV(A)-(B) of this Agreement, and without bond, security, or the proof of actual damages. The obligations of Sections IV(A)-(B) of this Agreement shall survive any expiration or termination of this Agreement. In the event of a breach of Sections IV(A)-(B) of this Agreement by Employee, the Village shall also be entitled to receive all compensation or profits derived or received by Employee in connection with any transaction constituting a breach of Sections IV(A)-(B) of this Agreement.

B. For the purposes of this Agreement, the term "Confidential Information" shall mean all information, information about pending projects, information about lawsuits and administrative decisions denying permits, material, and trade secrets related to the present or reasonably anticipated business of the Village which are either (i) proprietary to the Village, or (ii) received from a third party by the Village under an obligation of confidence, in each case which Employee has obtained or may, directly or indirectly, obtain knowledge of or access to, through or as a result of Employee's relationship with the Village. Without limiting the generality of the foregoing, Confidential Information shall include, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or still in development): information relating to administrative decisions, political decisions, regulatory proceedings, personnel information relating to current or former Village employees, attorney-client privileged communications, data relating to the Village workforce demographics, Village investment information, employee files, accounts, account numbers, discoveries, ideas, inventions, research methods, practices, processes, systems, formulae, projects, improvements, concepts, knowledge, software in various states of development, designs, drawings, specifications, techniques, models, data, source code, object code, patent claims, documentation, diagrams, flow charts, research, economic and financial analyses, financial information, and any and all notes, memoranda, analyses, and summaries derived from Confidential Information. Confidential Information shall include information constituting a "trade secret" as defined by Illinois law. Confidential Information shall also include any information described above that the Village obtains from another party and that the Village treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Village.

SECTION V

By execution of this Agreement, Employee avows the following statements are true:

A. Employee has been given the opportunity to read and has in fact read this entire Agreement, and has had all questions regarding its meaning answered satisfactorily.

B. Employee is being advised through this Agreement to consult with an attorney before executing this Agreement.

C. Employee fully understands the contents of this Agreement, and understands that it is a FULL WAIVER AND RELEASE OF ALL CLAIMS against the Village.

D. That this FULL WAIVER AND RELEASE OF ALL CLAIMS is given in return for valuable consideration, as provided under the terms of this Agreement.

E. Employee enters into this Agreement knowingly and voluntarily in exchange for the promises referred to in this Agreement and no other representations have been made to Employee to induce or influence the execution of this Agreement.

F. Employee has seven calendar days from execution in which to revoke this Agreement. Revocation must be made by notifying the Village Attorney, Patrick T Dunn in writing at his office located at 200 East Court Street, Kankakee, Illinois 60901, no later than the close of the revocation period. Said notice shall be effective upon receipt and not upon mailing. Email and Fax transmittals will not be acceptable under this agreement. This Agreement shall not become effective or enforceable until the foregoing revocation period has expired without revocation.

SECTION VI

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the state of Illinois, and no action involving this Agreement may be brought except in the 21st Judicial Circuit Court, Kankakee, Illinois.

SECTION VII

This Agreement, and the individual covenants and agreements referred to herein, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the parties hereto.

SECTION VIII

Any provision of this Agreement which is held, after the date of the execution of this Agreement, to be illegal, invalid, or unenforceable by a court or agency of competent jurisdiction under present or future laws that apply to this Agreement, those provisions shall be fully severable and the remaining provisions shall continue in full force and effect without being impaired in any manner whatsoever. In place of any severed provision, the parties agree to substitute a legal, valid, and enforceable provision that is as similar as possible to the severed provision.

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

EMPLOYEE SIGNATURE DATE: 7/1/15

PRINT NAME

On this __ day of_____, 20__, before me, the undersigned, notary public, personally appeared Gregg Spathis, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same of her own free will for the purposes therein contained.

NOTARY

EXHIBIT "A"

FORM EMPLOYEE REFERENCE LETTER

NO SPECIFIC REFERNCE LETTER LANGUAGE HAS BEEN REQUESTED BY EMPLOYEE, THEREFORE NO FORM LETTER IS ATTACHED.

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 15-1991

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY OWNED BY AHAMED KUTTY and MYMOONA KUTTY IN THE VILLAGE OF BOURBONNAIS, 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. 15-1991

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY OWNED BY AHAMED KUTTY and MYMOONA KUTTY IN THE VILLAGE OF BOURBONNAIS, ILLINOIS

WHEREAS, the Village of Bourbonnais, an Illinois Municipal Corporation, has been requested by Ahamed Kutty and Mymoona Kutty, hereafter referred to as the "Petitioners", to make a zoning change to property referred to as PIN 17-09-19-100-090, specifically shown and legally described in the attached Exhibit "A" and displayed in the plat of survey in the attached Exhibit "B"; and,

WHEREAS, the Petitioners are the legal owners of the property in question to request the zoning change herein by submitting an Application for Hearing Bourbonnais Planning Commission on February 4, 2015 (Case # 15-Z-001); and,

WHEREAS, the Petitioners have petitioned the Village Planning Commission to zone the property legally described in Exhibit "A" hereto (the "Property") from its current various zoning to B-2 Business District, General Retail and its permitted uses, and all restrictions listed in this Ordinance and the Code of Ordinances of the Village; and,

WHEREAS, after due notice required by law, the Village the Plan Commission considered the Petitioners' request; and,

WHEREAS, the Planning Commission of this Village previously held a public hearing on the Application for Hearing and the zoning requested by the Petitioners on February 26, 2015, at which time all persons present were afforded an opportunity to be heard, present evidence and testify; and,

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than 30 days nor less than 15 days prior to said hearings in a newspaper of general circulation in this Village and by notifying the owners of the abutting properties as required by statute and ordinance; and,

WHEREAS, upon conclusion of the Petitioners' presentation on February 26, 2015, the Planning Commission considered the zoning surrounding the property, the possible uses allowed by the requested zoning, and any possible effect on the surrounding properties, thereafter the Planning Commission, making all necessary findings of fact, voted to recommended that the Village Board approve amending the zoning of the Property from its current zoning to B-2 Business District, General Retail and its permitted uses, said zoning to be subject to all restrictions listed herein and the Village's ordinances; and,

WHEREAS, the statutes of the State of Illinois, in particular the Illinois Municipal Code, grant municipalities the power to zone property; and,

WHEREAS, the Corporate Authorities having heard the recommendations of the Planning Commission and after consideration of the previously held public hearing and all surrounding facts determines that the zoning change requested is reasonable and should be granted.

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: That the report and findings and recommendations of the Planning Commission of this Village are herein incorporated by reference as the findings of the Corporate Authorities of the Village, as completely as if fully recited herein at length.

Section Two: That the property described in Exhibit "A" shall be hereinafter zoned B-1 Business District, General Retail, and its permitted uses, said zoning to be subject to all restrictions listed in this Ordinance.

Section Three: That the Village Zoning Map shall be amended to reflect this amendment to the property's zoning classification.

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

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)
) SS.
COUNTY OF KANKAKEE)

CERTIFICATION OF ORDINANCE

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

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

ORDINANCE NO. 15-1991

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY OWNED BY AHAMED KUTTY and MYMOONA KUTTY IN THE VILLAGE OF BOURBONNAIS, 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"

LEGAL DESCRIPTION

SEE ATTACHED

Exhibit A

LEGAL DESCRIPTION
875 Main Street NW, Bourbonnais, Illinois 60914

The West Half (W1/2) of the following described real estate: Commencing at the Southwest corner of the Southwest Fractional Quarter (SWfrl1/4) of Section Eighteen (18), Township Thirty-one (31) North, Range Twelve (12) East of the Third Principal Meridian in Kankakee County, Illinois; thence South along the West line of the Southwest Fractional Quarter (SWfrl1/4) of said Section Eighteen (18) as extended, 232.5 feet to its point of intersection with the centerline of S.B.I. Route 102; thence South 65 degrees 15 minutes East, 717.8 feet to a point, said point to be known as the point of beginning. From said point of beginning, thence North 0 degrees 20 minutes West on a line parallel with the West line of said Section Eighteen (18), 435.6 feet to a point; thence South 65 degrees 15 minutes East, 331.24 feet to a point; thence South 0 degrees 20 minutes East, 435.6 feet to a point on the centerline of S.B.I. Route 102; thence North 65 degrees 15 minutes West, 331.24 feet to the point of beginning, and the East Half (E1/2) of the following described real estate; Commencing at the Southwest corner of the Southwest Fractional Quarter (SWfrl1/4) of Section Eighteen (18), Township Thirty-one (31) North, Range Twelve (12) East of the Third Principal Meridian in Kankakee County, Illinois; thence South along the West line of the Southwest Fractional Quarter (SWfrl1/4) of said Section Eighteen (18) as extended, 232.5 feet to its point of intersection with the centerline of S.B.I. Route 102; thence South 65 degrees 15 minutes East, 717.8 feet to a point, said point to be known as the point of beginning. From said point of beginning, thence North 0 degrees 20 minutes West on a line parallel with the West line of said Section Eighteen (18), 435.6 feet to a point; thence South 65 degrees 15 minutes East, 331.24 feet to a point; thence South 0 degrees 20 minutes East, 435.6 feet to a point on the centerline of S.B.I. Route 102; thence North 65 degrees 15 minutes West, 331.24 feet to the point of beginning, in Kankakee County, Illinois and excepting that portion dedicated to the People of the State of Illinois, Department of Transportation by Warranty Deed dated February 22, 1984, recorded May 29, 1984 as Document No. 84-03855, and more particularly described as follows: A part of original Lot Eight (8) of the Subdivision of the Mesheketeno Reservation in Township Thirty-one (31) North, Range Twelve (12) East of the Third Principal Meridian, in Kankakee County, Illinois, described as follows and bearings used are for description purposes only: Commencing at the Southwest corner of the Southwest Quarter (SW1/4) of Section Eighteen (18), Township Thirty-one (31) North, Range Twelve (12) East of the Third Principal Meridian; thence South 02 degrees 04 minutes 16 seconds East 232.50 feet along the West line of the Southwest Quarter (SW1/4) of said Section Eighteen (18) extended Southerly to a point on the centerline of Illinois Route 102, said

point being the beginning of a non-tangent curve concave to the Southwest and having a radius of 7,664.82 feet: thence Southeasterly 718.69 feet along said curve, having a chord bearing South 65 degrees 47 minutes 07 seconds East 718.41 feet, to the point of beginning on the West line of the tract of land conveyed by deed recorded as Document No. 78-15525 in the Recorder's Office of said County; thence North 02 degrees 04 minutes 16 seconds West parallel with the West line of said Section Eighteen (18) for a distance of 71.35 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 7,727.32 feet; thence Southeasterly 330.36 feet along said curve, having a chord bearing South 62 degrees 07 minutes 51 seconds East 330.32 feet; thence South 02 degrees 04 minutes 16 seconds East parallel with the West line of said Section Eighteen (18) for a distance of 73.15 feet to a point on the centerline of Illinois Route 102, said point bearing the beginning of a non-tangent curve concave to the Southwest and having a radius of 7,664.82 feet; thence Northwesterly 331.26 feet along said curve, having a chord bearing North 61 degrees 51 minutes 40 seconds West 331.22 feet, to the point of beginning, containing 0.474 acre, more or less of which 0.272 acre is within the existing right-of-way of Illinois Route 102 as shown on a right-of-way plat.

Property Index No. 17-09-19-100-090

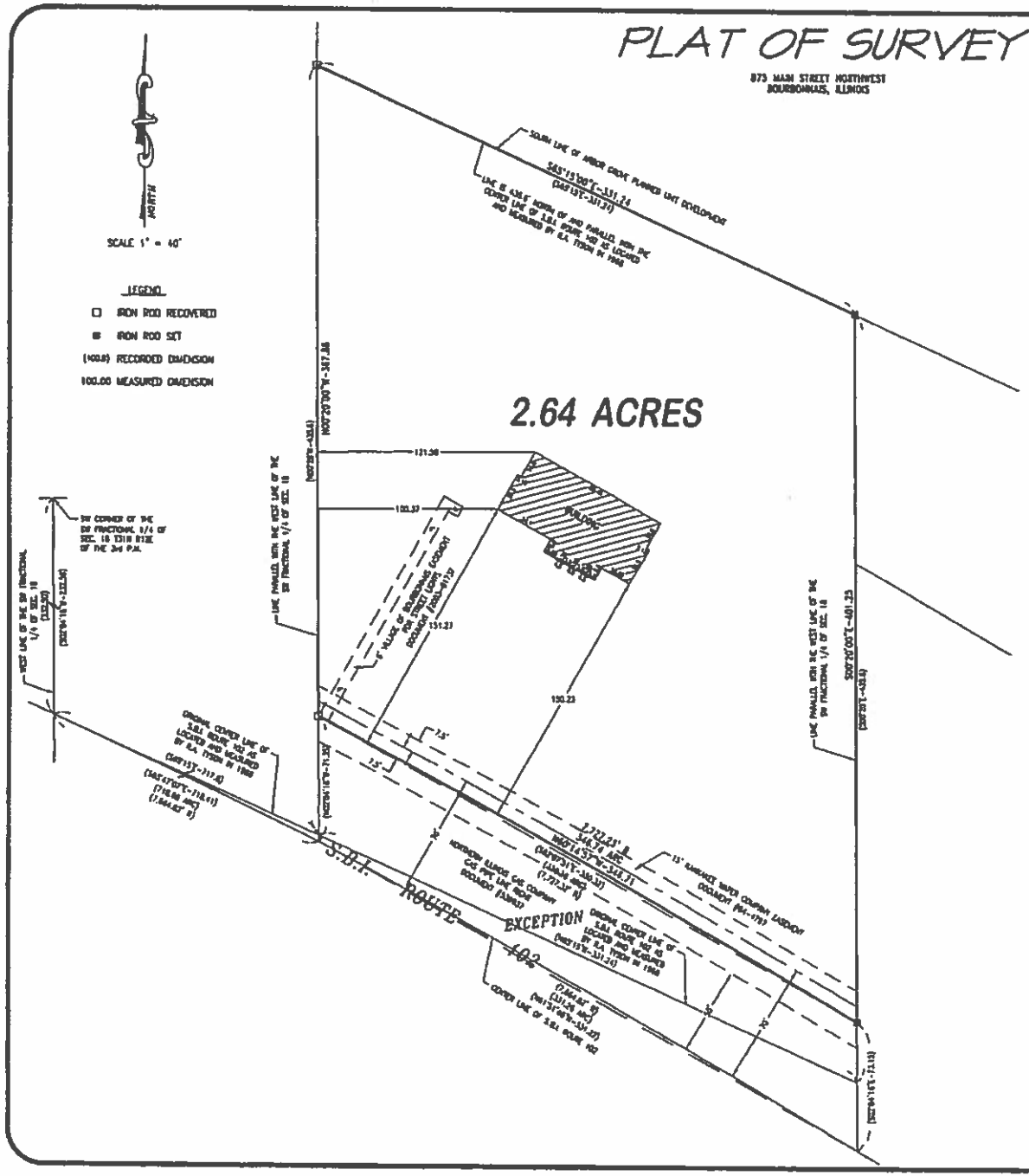
EXHIBIT "B"

PLAT OF SURVEY

SEE ATTACHED

PLAT OF SURVEY

873 MAIN STREET NORTHWEST
BOURBONNAIS, ILLINOIS



LEGAL DESCRIPTION

The West Half (W ½) of the following described real estate: Commencing at the Southwest corner of the Southwest Fractional Quarter (SW fr. ¼) of Section Eighteen (18), Township Thirty-one (31) North, Range Twelve (12) East of the Third Principal Meridian in Kankakee County, Illinois; thence South along the West line of the Southwest Fractional Quarter (SW fr. ¼) of said Section Eighteen (18) as extended, 232.5 feet to its point of intersection with the centerline of S.B.I. Route 102; thence South 65 degrees 15 minutes East, 717.8 feet to a point, said point to be known as the point of beginning. From said point of beginning, thence North 0 degrees 20 minutes West on a line parallel with the West line of said Section Eighteen (18), 435.6 feet to a point; thence South 65 degrees 15 minutes East, 331.24 feet to a point; thence South 0 degrees 20 minutes East, 435.6 feet to a point on the centerline of S.B.I. Route 102; thence North 65 degrees 15 minutes West 331.24 feet to the point of beginning, and the East Half (E ½) of the following described real estate: Commencing at the Southwest corner of the Southwest Fractional Quarter (SW fr. ¼) of Section Eighteen (18), Township Thirty-one (31) North, Range Twelve (12) East of the Third Principal Meridian in Kankakee County, Illinois; thence South along the West line of the Southwest Fractional Quarter (SW fr. ¼) of said Section Eighteen (18) as extended, 232.5 feet to its point of intersection with the centerline of S.B.I. Route 102; thence South 65 degrees 15 minutes East, 717.8 feet to a point; said point to be known as the point of beginning. From said point of beginning, thence North 0 degrees 20 minutes West on a line parallel with the West line of said Section Eighteen (18), 435.6 feet to a point; thence South 65 degrees 15 minutes East, 331.24 feet to a point; thence South 0 degrees 20 minutes East, 435.6 feet to a point on the centerline of S.B.I. Route 102; thence North 65 degrees 15 minutes West, 331.24 feet to the point of beginning, in Kankakee County, Illinois and excepting that portion dedicated to the People of the State of Illinois, Department of Transportation by Warranty Deed dated February 22, 1984, recorded May 29, 1984 as Document #84-03855, and more particularly described as follows: A part of original Lot 8 of the Subdivision of the Me-she-ke-te-no Reservation in Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois, described as follows and bearings used are for description purposes only: Commencing at the Southwest corner of the Southwest Quarter of Section 18, Township 31 North, Range 12 East of the Third Principal Meridian; thence South 02 degrees 04 minutes 18 seconds East 232.50 feet along the West line of the Southwest Quarter of said Section 18 extended Southerly to a point on the centerline of Illinois Route 102, said point being the beginning of a non-tangent curve concave to the Southwest and having a radius of 7,864.82 feet; thence Southeasterly 718.89 feet along said curve, having a chord bearing South 65 degrees 47 minutes 07 seconds East 718.41 feet to the point of beginning on the West line of the tract of land conveyed by deed recorded as Document No. 78-15525 in the Recorder's Office of said County; thence North 02 degrees 04 minutes 18 seconds West parallel with the West line of said Section 18 for a distance of 71.35 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 7,727.32 feet; thence Southeasterly 330.36 feet along said curve, having a chord bearing South 62 degrees 07 minutes 51 seconds East 330.32 feet; thence South 02 degrees 04 minutes 18 seconds East parallel with the West line of said Section 18 for a distance of 73.15 feet to a point on the centerline of Illinois Route 102, said point being the beginning of a non-tangent curve concave to the Southwest and having a radius of 7,864.82 feet; thence Northwesterly 331.28 feet along said curve, having a chord bearing North 61 degrees 51 minutes 40 seconds West 331.22 feet to the point of beginning, containing 0.474 acre, more or less of which 0.272 acre is within the existing right of way of Illinois Route 102 as shown on the right of way plat.

This is to certify that on April 29, 2014, at the request of RE-MAX REALTY, Agent, I, David A. Tyson, an Illinois Professional Land Surveyor, certify that this survey was made on the ground, that the plat correctly represents the facts found at the time of survey and that this professional service conforms to the current applicable Illinois Professional Land Surveyor Association Standards. This survey does not guarantee title information. Valid only if original Surveyor's Seal is affixed.

Given under my hand and seal this 8th day of May, 2014

_____, I.P.L.S. #2445 Expires 11-30-14

David A. Tyson 367 South Schuyler Avenue
Tyson Engineering, Inc. Kankakee, IL 60901
Design Firm License #184-001136

Job #14-T240

NOTES:

1. This professional service conforms to the current Illinois minimum standards for a boundary survey
2. Please check Land Description with Deed and report any discrepancy immediately
3. Compare all points before building by same and report any discrepancies at once
4. Building lines, if any, shown hereon are building lines shown on the recorded subdivision plat.
5. Consult local authorities for building lines established by local ordinance
6. Title was provided by the Agent. Property lines, easements and rights-of-way shown hereon are based solely on information furnished by the agent. The Land Surveyor did not do a title search to locate any other easements or agreements of record.

Tyson ENGINEERING
367 SOUTH SCHUYLER AVENUE
KANKAKEE, ILLINOIS 60901
PHONE (815) 932-7486