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**THE VILLAGE OF COAL CITY**  
**GRUNDY & WILL COUNTIES, ILLINOIS**

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RESOLUTION  
NUMBER 14-01

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**A RESOLUTION AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL  
AGREEMENT WITH GRUNDY COUNTY CONCERNING THE SHARED COST OF  
CERTAIN BROADWAY ROAD IMPROVEMENTS CONSTRUCTED BY THE  
COUNTY**

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NEAL E. NELSON, President  
PAMELA M. NOFFSINGER, Village Clerk

GEORGETTE VOTA  
ROSS BRADLEY  
TIMOTHY BRADLEY  
TERRY HALLIDAY  
DAVID TOGLIATTI  
JUSTIN WREN  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City  
on JANUARY 27, 2014

**RESOLUTION NO. 14-01**

**A RESOLUTION AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL AGREEMENT WITH GRUNDY COUNTY CONCERNING THE SHARED COST OF CERTAIN BROADWAY ROAD IMPROVEMENTS CONSTRUCTED BY THE COUNTY**

**WHEREAS**, the Village of Coal City (“Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

**WHEREAS**, the Village and Grundy County (“County”) are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois, are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* (the “Act”), and are established and governed by the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (“Municipal Code”); and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Act provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, the County constructed northbound and southbound turn lanes along Broadway Road as more particularly set forth in the attached Intergovernmental Agreement (“Road Improvements”), and did so at its own expense; and

**WHEREAS**, the Corporate Authorities recognize that the Road Improvements provided by the County are within the Village’s corporate boundaries and will have a catalyzing and beneficial effect on the development of the adjacent properties and; further, that the Village will reap benefits as a result of said future development within its municipal boundaries; and

**WHEREAS**, the Village acknowledges that it made previous preliminary representations to the County that it was willing to share in the costs of constructing the Road Improvements and now wishes to fulfill its commitment; and

**WHEREAS**, the Village is desirous of resolving any disputes or uncertainties that may persist as a result of the County's and Village's ongoing discussions regarding this matter; and

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

**SECTION 1. RECITALS.**

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

**SECTION 2. TITLE.**

That this Resolution shall be known and may hereafter be referred to as the *Coal City – Grundy County Broadway Road Improvement Intergovernmental Agreement* Resolution.

**SECTION 3. ENACTMENT.**

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Intergovernmental Agreement Between Grundy County and the Village of Coal City Providing for Village Funding Contribution for Certain Improvements to Broadway Road (the "Agreement") attached hereto as Exhibit A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature. The

Village President and Village Clerk are further authorized and directed to execute and attest any and all other documents necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

**SECTION 4. RESOLUTION OF CONFLICTS.**

All enactments in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5. SAVING CLAUSE.**

If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

**SECTION 6. EFFECTIVENESS.**

This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this 27 day of January, 2014, at Coal City, Grundy and Will Counties, Illinois.

AYES: 6  
NAYS: 0  
ABSENT: 0  
ABSTAIN: 0

**VILLAGE OF COAL CITY**

  
\_\_\_\_\_  
Neal E. Nelson, President

Attest:

  
\_\_\_\_\_  
Pamela M. Noffsinger, Clerk

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT**

[Attached on following pages]

4817-9047-4008, v. 1

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
GRUNDY COUNTY AND THE VILLAGE OF COAL CITY  
PROVIDING FOR VILLAGE FUNDING CONTRIBUTION FOR CERTAIN  
IMPROVEMENTS TO BROADWAY ROAD**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between GRUNDY COUNTY, ILLINOIS (hereinafter referred to as the "COUNTY"), a unit of local Government and the VILLAGE OF COAL CITY, GRUNDY COUNTY ILLINOIS (hereinafter referred to as the "VILLAGE") a unit of local Government (the "Agreement").

**WITNESSETH:**

**WHEREAS**, the COUNTY and the VILLAGE in the spirit of intergovernmental cooperation pursuant to Article VII, Section 10, of the 1970 Constitution of the State of Illinois, and the ILLINOIS INTERGOVERNMENTAL COOPERATION ACT, 5 ILCS 220/1 *et seq.* enter into this Agreement; and

**WHEREAS**, the COUNTY has maintenance jurisdiction of Broadway Road between Reed Road and Spring Road; and

**WHEREAS**, the COUNTY and the VILLAGE expect residential, commercial, and industrial growth to continue along the Broadway Road corridor and that such economic growth is mutually beneficial to the COUNTY AND VILLAGE; and

**WHEREAS**, the COUNTY and VILLAGE have elected to cooperate with each other in the manner hereinafter set forth to share the cost of constructing certain 2010 road improvements as described herein; and

**WHEREAS**, in 2010, the COUNTY determined that the County Highway Access Ordinance required the construction of northbound and southbound left turn lanes on Broadway Road at the intersection of Broadway Road and a private drive located on the east side of Broadway Road, approximately 1,400 feet north of Reed Road (the "Road Improvements"), which private drive

presently services that certain facility leased to Illinois Central School Bus, LLC by the owner J & W Business Enterprises, LLC (the facility shall hereinafter be known as the “Bus Barn”); and

**WHEREAS**, in 2010, the COUNTY expended \$128,675.32 to construct the Road Improvements in order to provide safe ingress and egress of busses travelling to and from the Bus Barn and to provide for the safe ingress and egress of vehicles that may need access to an as-yet-unconstructed private drive located on the west side of Broadway Road as anticipated future growth along the Broadway Road corridor may dictate; and

**WHEREAS**, the VILLAGE acknowledges that the Road Improvements will encourage and assist the orderly development of nearby properties within the Village’s corporate limits and is desirous of contributing to the cost of the said construction;

**NOW, THEREFORE**, for and in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the COUNTY and VILLAGE hereby mutually agree, in the exercise of their statutory and constitutional powers, including, but not limited to, their intergovernmental cooperative powers, as follows:

1. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.
2. The VILLAGE shall pay to the COUNTY THIRTY THOUSAND DOLLARS AND NO/100 CENTS (\$30,000.00) [the “Village Contribution”] to partially reimburse the COUNTY for its expenditures associated with the County’s construction of the Road Improvements. The Village Contribution shall be due and payable to the COUNTY within \_\_\_\_ days of the mutual execution of this Agreement.
3. The COUNTY agrees to accept the Village Contribution as full and final payment from the VILLAGE in complete satisfaction of any obligation that the VILLAGE may have in relation to reimbursing the COUNTY or providing for the reimbursement of the COUNTY by third parties, and agrees that no other payment, legislative enactments, enforcement, collection action, development approval contingencies or withholdings, agreement, or other actions or measures of any kind or nature whatsoever shall be asked, demanded, or required by the COUNTY from the VILLAGE related to, in connection with, or in any manner arising out of the recovery of the COUNTY’S expenditure on the Road Improvements.

4. The COUNTY agrees to maintain Broadway Road and the Road Improvements and keep the same open for ingress and egress, and to perform all maintenance, construction and other responsibilities of any kind or nature as may be required by any applicable COUNTY ordinances, laws of the State of Illinois, or federal laws and regulations.
5. The laws of the State of Illinois as to both interpretation and enforcement shall govern this agreement.
6. The venue for any legal action arising out of this agreement shall be the 13<sup>th</sup> Judicial Circuit, Grundy County, Illinois.
7. This document is the entirety of this agreement between the parties and supersedes any and all prior agreements and negotiations between the parties whether written or oral, relating to the subject matter of this Agreement.
8. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
9. If any portion of this agreement is deemed void, voidable or unenforceable, such portion shall be severed from this agreement and the remainder of the terms in this agreement shall remain in full force and effect.
10. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.
11. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
GRUNDY COUNTY AND THE VILLAGE OF COAL CITY  
PROVIDING FOR VILLAGE FUNDING CONTRIBUTION FOR CERTAIN IMPROVEMENTS TO  
BROADWAY ROAD**

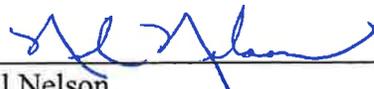
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**IN WITNESS WHEREOF**, the parties to this Agreement acknowledge that they have read and understood this Agreement, intend to be bound by the terms set forth herein, and have caused their respective duly authorized representatives and officers to execute this Agreement on their respective behalf.

APPROVED:  
GRUNDY COUNTY, ILLINOIS

APPROVED:  
VILLAGE OF COAL CITY, an Illinois  
Municipal Corporation

\_\_\_\_\_  
Ron Severson  
Chairman, Grundy County Board

  
\_\_\_\_\_  
Neal Nelson  
Village of Coal City Mayor

ATTEST:

\_\_\_\_\_  
Lana J. Phillips, County Clerk

\_\_\_\_\_  
Pam Noffsinger, Village Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_