
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 23-12

**A RESOLUTION APPROVING A PUBLIC ALLEY IMPROVEMENT AGREEMENT
BETWEEN THE VILLAGE OF COAL CITY AND ROBERT L. DAVIS, JR.**

DAVID A. SPESIA, Village President
ALEXIS STONE, Village Clerk

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PAMELA M. NOFFSINGER
DAVID TOGLIATTI

Village Trustees

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Coal City
on July 26, 2023

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**A RESOLUTION APPROVING A PUBLIC ALLEY IMPROVEMENT AGREEMENT
BETWEEN THE VILLAGE OF COAL CITY AND ROBERT L. DAVIS, JR.**

WHEREAS, the Village of Coal City ("Village") is an Illinois municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Village owns that certain public alley subject to the Alley Improvement Agreement attached as **Exhibit A** ("Agreement") to this Resolution and is responsible for maintaining such alley; and

WHEREAS, the alley subject to the Agreement is located adjacent to a local business named "Bob's Advanced Auto," owned and operated by Robert L. Davis, Jr. ("Davis"); and

WHEREAS, Davis is seeking to improve the Alley in order to enhance his business by facilitating deliveries, waste collection, and to improve ingress and egress for his employees, customers and vendors; and

WHEREAS, the Village finds that improving the Alley would benefit the public health, safety and welfare of the Village by improving traffic circulation for residents, visitors and first responders; and

WHEREAS, the Village may appropriate and expend funds for economic development purposes pursuant to 65 ILCS 5/8-1-2.5; and

WHEREAS, the Village finds that participating in resurfacing the Alley is desirable for public purposes and improves the prospects of retaining a local business and therefore promotes economic development in the Village; and

WHEREAS, the Village is authorized under the provisions of Art. VII, Section 10 of the

State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Village and Davis have negotiated the terms of an agreement providing for sharing the cost of the Alley improvement project; associated with this Agreement, generally described as sharing the cost of the Project; and

WHEREAS, the Corporate Authorities have considered the terms and conditions of the Agreement and find that entering into said Agreement is in the best interests of the Village and the residents thereof.

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. ENACTMENT.

- A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Alley Improvement Agreement between the Village of Coal City and Robert L. Davis, Jr., a copy of which is marked "Exhibit A," attached hereto and incorporated herein (the "Agreement") and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature.
- B. The Village Clerk is further authorized and directed to retain a copy of the original, fully executed Agreement on file in her office for public inspection.
- C. Village officials and staff are hereby authorized and directed to take such other and further action as may be reasonably 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 3. RESOLUTION OF CONFLICTS. All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. 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 5. 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 26th day of July, 2023, at Coal City, Grundy and Will Counties, Illinois.

AYES: 4


ABSENT: 2

NAYS: 0


ABSTAIN: 0

Approved By:

VILLAGE OF COAL CITY



David A. Spesia, President

Attest: 

Alexis Stone, Clerk

EXHIBIT A

ALLEY IMPROVEMENT AGREEMENT

**This document prepared by
and after recording should be
sent to:**

Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563

ALLEY IMPROVEMENT AGREEMENT

THIS ALLEY IMPROVEMENT AGREEMENT (“**Agreement**”) is made and entered into this 26th day of July, 2023 (the “**Effective Date**”), by and between the VILLAGE OF COAL CITY, Grundy and Will Counties, Illinois, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois with offices at 515 S. Broadway Street in Coal City, Illinois (“**Village**”) and Robert L. Davis, Jr., a natural person residing in Illinois (“**Abutting Owner**”).

WITNESSETH:

- A. The Village is the owner of a public alley generally described as located immediately west of and adjacent to that certain business known as “Bob’s Advanced Auto,” as more particularly depicted in **Exhibit A** (the “**Alley**”);
- B. Abutting Owner owns and operates Bob’s Advanced Auto (the “**Business**”) adjacent to the Alley;
- C. Abutting Owner desires to improve the Alley in order to facilitate deliveries, solid waste and recycling collection, improve drainage, cleanliness and attractiveness, and to improve ingress and egress to the Business for employees, customers and vendors;
- D. The alley improvement plans are generally described as removing the existing alley surface and resurfacing the same in accordance with the plans and specifications approved by the Village Engineer, all as more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference (the “**Project**”);
- E. The Village finds and determines that the Project would enhance vehicular travel for residents, visitors and first responders;
- F. Abutting Owner finds that the Project would improve vehicular access to the Businesses;

G. The Village and Owner (collectively, the "Parties") have negotiated the terms associated with this Agreement, generally described as sharing the cost of the Project, with the Village reimbursing 50% of the Project costs and wish to confirm their respective obligations to each other in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Abutting Owner and the Village agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the Parties.
2. **The Project.** Within one year of the Effective Date, Abutting Owner shall, commence or cause the commencement of the construction of the Project in substantial accordance with Village alley standards and with the plans and specifications detailed in Exhibit B. Following commencement of the Project, Abutting Owner shall cause its contractor(s) to continue without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Project until substantial completion, subject only to Force Majeure delays beyond the reasonable control of and without the fault of the Abutting Owner or his contractor(s). If Owner causes any damage to the Alley during construction, Abutting Owner shall promptly repair and restore said Property at the Abutting Owner's expense and the Village's financial contribution to the Project shall not be subject to increase.
3. **Village Maintenance.** Upon the completion of the Project, the Village shall be solely responsible for the maintenance of the Alley and any improvements constructed thereon. This maintenance includes snow removal, patching and other required maintenance, subject to budgetary constraints of the Village and the Village's sole discretion as to priority, timing and necessity of such maintenance, but in general keeping with the standards regarding maintenance of similar roadways throughout the Village.
4. **Village's Contribution.**
 - A. In consideration for the mutual respective rights and obligations hereunder, the Parties have agreed to evenly share the projected cost of the Project, as provided herein. The aggregate cost of the Project is NINE THOUSAND, SEVEN HUNDRED, FIFTEEN AND 00/100 DOLLARS (\$9,715.00), also set forth within the proposal attached hereto as **Exhibit B** and hereafter known as the "Project Cost."
 - B. Upon satisfactory completion of the Project, but in no event later than thirty (30) days following Village inspection and acceptance of the Project, the Village shall pay over

to the Abutting Owner one-half of the Project Cost in immediately available funds (the "Owner's Contribution").

5. **Recording.** This Agreement may be recorded at the Grundy County Recorder of Deeds and each party hereto hereby authorizes the other party to so record this instrument.

6. **Indemnification and Release of Claims.** Abutting Owner hereby agrees to and shall protect, defend, indemnify, and hold harmless the Village from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees), that may be sustained due to the negligent activities, operations or use by Abutting Owner, its agents, employees and contractors, and those claiming by, through or under the Abutting Owner, in connection with the Project.

7. **Insurance.** Abutting Owner shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect the Village from all claims that may arise out of or result from the Agreement or any work performed to improve the Alley.

8. **Amendments.** This Agreement, together with the Exhibits A – C hereto, contains the entire agreement between the Parties hereto. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Village and Owner.

9. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

10. **Abutting Owner:** Bob Davis
60 E. Chestnut
Coal City, IL 60416

Village: Village of Coal City
515 S. Broadway
Coal City, IL 60416
Attention: Village Administrator

With a copy to: Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Attention: Mark Heinle

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

11. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

12. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the “**Defaulting Party(s)**”), the other party(s) (the “**Enforcing Party(s)**”) shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation, reasonable attorneys’ fees, court costs and related costs.

13. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party’s exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

14. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

15. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

16. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their seals as of the day and year first above written.

ABUTTING OWNER:

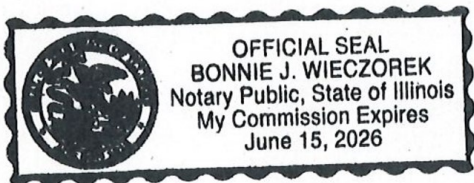
ROBERT L. DAVIS, JR.

Robert L Davis Jr

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert L. Davis, Jr., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16 day of August, 2023.



Bonnie J. Wiczorek
Notary Public

ATTEST:

By: [Signature]
Village Clerk

VILLAGE OF COAL CITY, an Illinois
Municipal Corporation

By: [Signature]
Name: David A. Spesia
Title: President

Exhibit A: Alley adjacent to Bob's Advanced Auto

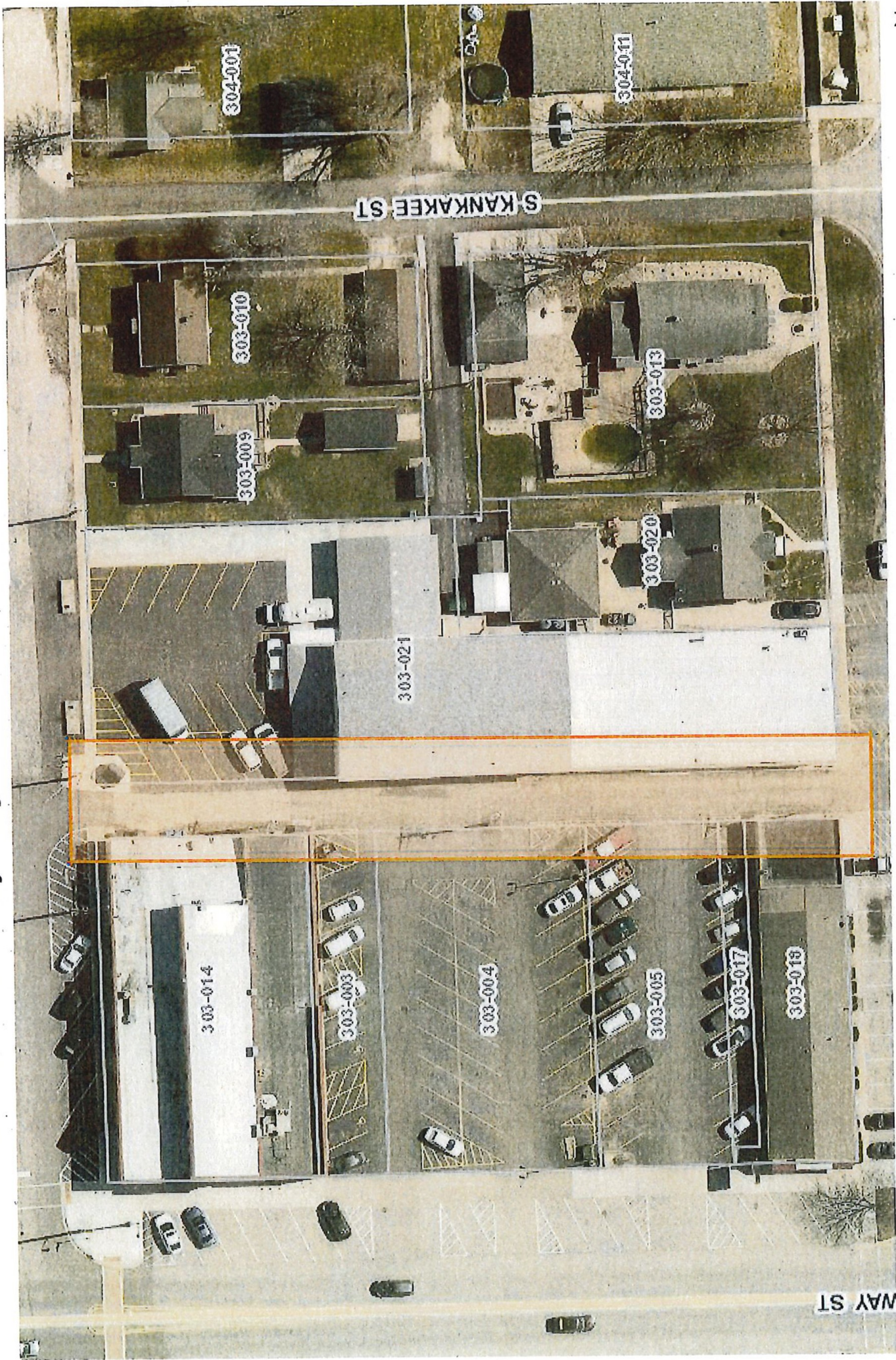


EXHIBIT B
Project Specifications & Project Cost



6/30/2026

Parking Lot Bob's Auto

Re: Parking Lot Paving Coal City


In reference to the above captioned project and our conversations, it is our pleasure to quote the following work.

Item	Description	Quantity	Unit	Unit Price	Amount
1	HMA Remove & Replace 3" - Alley	290	SY	\$33.50	\$9,715.00
2	HMA Remove & Replace 3" - Parking Lot	900	SY	\$30.00	\$27,000.00
					\$36,715.00

QUALIFICATIONS:

- * Final Billing shall be based on the actual quantities of work performed at the unit prices quoted above.
- * Sales tax is included.
- * We will hold the above prices for 10 days, after which time they may be subject to change.
- * Our price does not include any patching.
- * The above prices are based on work being done in one continuous operation and completed during the 2023 construction season before October 1st, 2023.
- * Terms of payment are net 30 days from the date of the invoice. A service charge of 1-1/2% of the balance due will be added each month if payment in full is not made.
- * Per attached Exhibit A - Insurance requirements.

Respectfully submitted,


Eric Rhoda
"D" Construction, Inc. 815-671-6279

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.