THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 25-13

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH S & G RENTALS, INC. CONCERNING CERTAIN TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS

(6895 E. McArdle Road, Coal City, IL 60416)

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

ROSS BRADLEY
DANIEL GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City

on June 11, 2025

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(6895 E. McArdle Road, Coal City, IL 60416)

WHEREAS, the Village of Coal City (hereinafter, "the Village") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois;

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;

WHEREAS, 65 ILCS 5/11-15.1-1, provides that the Village may enter into an annexation agreement with the owners of record of land in unincorporated territory, which land may be subsequently annexed to the Village in accordance with Article 7 of the Illinois Municipal Code at the time the land becomes contiguous to the Village; and

WHEREAS, the Village has received a petition for annexation from S & G Rentals, Inc., an Illinois corporation ("Owner") concerning certain real property commonly known as 6895 E. McArdle Road, Coal City, IL 60416, consisting of approximately $0.5^{+/-}$ acres, identified by PIN 06-34-426-002, and legally described in the Annexation Agreement appended to as **Exhibit A** ("***Agreement***") attached hereto and made a part hereof ("***Property***"), together with any public streets or highways adjacent to or within the said territory that have not been previously annexed to any municipality; and

WHEREAS, the Property and any contiguous rights-of-way which are included with said annexation by operation of law shall be cumulatively known as the "Territory"; and

WHEREAS, the parties to the proposed annexation agreement are desirous to establish the terms and conditions by which any annexation of the Territory would be accomplished, including without limitation, the zoning, use and development of the Territory and certain other terms and conditions as more fully provided in the proposed annexation agreement; and

WHEREAS, it is in the best interests of the Village of Coal City, Grundy and Will Counties, Illinois, that an annexation agreement pertaining to the Territory be entered into; and,

WHEREAS, the Agreement has been negotiated between the Village and Owner concerning the terms for the future voluntary annexation of the Territory to the Village pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.*; and,

WHEREAS, pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, the Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon on June 11, 2025, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village; and

WHEREAS, the Agreement has been submitted to Owner for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owner; and

WHEREAS, the Owner and the Village are ready, willing, and able to enter into the Agreement and to perform the obligations as required hereunder; and,

WHEREAS, the Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance; and

WHEREAS, the statutory procedures provided in Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.* for the approval and execution of the Agreement have been fully complied with.

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

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Authorization.

A. Approval, Execution. The Village Board hereby approves the Agreement. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest the Agreement on behalf of the Village, and the Village Administrator is authorized to implement and enforce the Annexation Agreement's terms.

B. Recordation. The Village Clerk is authorized and directed to record, at the Village's expense, a fully executed copy of the Agreement at the Office of the Recorder of Deeds, Grundy County, Illinois.

SECTION 3. Repealer. All ordinances 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 Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SIGNATURE PAGE TO FOLLOW

SO ORDAINED this 11th day of June, 2025, at Coal City, Grundy and Will Counties, Illinois.

AYES: 5 ABSENT: 2

NAYS: ϕ ABSTAIN: ϕ

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Baxter, Clerk By: Linda Sula, Deputy Clerk

EXHIBIT A

Annexation Agreement

ATTACHED ON THE FOLLOWING PAGES

AFTER RECORDING
RETURN TO:

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

This space for Recorder's use only

ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

S & G RENTALS INC., an Illinois corporation

ANNEXATION AGREEMENT
TO THE VILLAGE OF COAL CITY

11th day of June THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of this 2025, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "**Village**") and S & G RENTALS INC., an Illinois corporation with offices located at 8495 E. Pheasant Trail, Wilmington, IL ("**Owner**"). The Village and Owner may each be referred to as a "Party" and be collectively referred to as the "Parties".

SECTION 1. RECITALS.

A. Owner owns certain real property commonly known as 6895 E. McArdle Road, Coal City, IL 60416, consisting of approximately $0.5^{+/-}$ acres, identified by PIN 06-34-426-002, and legally described in **Exhibit A** attached hereto and made a part hereof ("***Property***").

B. The Property is improved with a single-family residence and detached garage structure.

C. The Property is depicted and legally described on the Plat of Annexation prepared by Stevens Surveying, Inc., dated June 24, 2024 and attached hereto as **Exhibit B** ("**Plat of Annexation**").

D. The Property is located in unincorporated Grundy County and has not been annexed to any municipality.

E. The Property is not contiguous to the Village of Coal City or any other municipality.

F. Although the Property constitutes territory that is not contiguous to the Village of Coal City, it may be the subject of an annexation agreement with the Village of Coal City, as provided under Section 7-1-1, *et seq.*, of the Illinois Municipal Code, 65 ILCS /7-1-1, *et seq.*

G. The Owner desires to have the Property annexed to the Village on the terms and conditions provided herein upon the Property becoming contiguous to the Village of Coal City. To that end, Owner has filed a duly executed and authorized annexation petition with the Village Clerk signed by the owners of record and by all electors residing thereon, if any.

H. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Property to the Village would further the orderly growth of the and make a valuable addition to the Village.

I. Pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, a proposed annexation agreement similar in substance and in form to this Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "**Corporate Authorities**") and a public hearing was held thereon, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the Village.

J. The Corporate Authorities have considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) or more of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.

K. The Agreement has been submitted to Owner for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owner.

L. The Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance.

M. The Parties have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the Parties hereto intending to be legally bound hereby covenant and agree as follows:

SECTION 2. INCORPORATION OF RECITALS.

The statements set forth in the recitals to this Agreement are the findings of the Parties, accurate and incorporated into this Section 2 as if set forth in full herein.

SECTION 3. TERM.

This Agreement shall commence on the date this Agreement is fully executed by a duly authorized representative of each Party hereto (the "**Effective Date**") and shall be binding upon the Parties and their respective successors and assigns, including without limitation any successor owners of the Property, for twenty (20) years, commencing as of the Effective Date.

SECTION 4. ANNEXATION OF THE PROPERTY.

A. Annexation Petition. Owner has filed with the Village Clerk a duly executed Annexation Petition and Plat of Annexation, cumulatively attached hereto as **Exhibit A** and

incorporated herein by reference, pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

B. Adoption of Annexation Ordinance. Promptly upon the Property becoming contiguous to the Village of Coal City, the Corporate Authorities shall enact an ordinance annexing such property to the Village (**"Annexation Ordinance"**), which ordinance shall attach a Plat of Annexation for the Property and shall be effective immediately upon its passage. Upon such Annexation Ordinance becoming effective, the Village shall promptly cause the Annexation Ordinance to be recorded at the office of the Recorder of Grundy County, Illinois.

C. Effective date of Annexation. The annexation of the Territory shall occur on the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavit of service of notice as required by the Illinois Municipal Code, 65 ILCS 5/7-1-1.

SECTION 5. SANITARY/STORM SEWER/POTABLE WATER.

The Property may connect to the Village's water main and sanitary sewer and receive Village services related thereto upon payment of applicable fees as provided in the Village Code effective as of the date of this Agreement.

SECTION 6. EASEMENTS.

Owner shall grant to the Village public utility and enforcement easements over, on, and across the Property for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

SECTION 7. VILLAGE SERVICES.

Except as otherwise provided herein, upon the effective date of annexation, Owner will receive police protection and other municipal services provided by the Village.

SECTION 8. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's annexation or review and approval of any plans for the Property or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

B. Village Procedure. The Owner acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the

approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Defense Expense. The Owner shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims related to this Agreement.

SECTION 9. DEFAULT AND REMEDIES.

A. Procedure for Declaring Defaults. Except as otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement ("**Default**"), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "**Event of Default**." Except as otherwise provided in this Agreement, no Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. Except as otherwise provided, no Default by Owner or the Village shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

B. Remedies for Events of Default. Except where a particular remedy is specified in this Agreement for a specific Default or Event of Default, the Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation or execution of this Agreement. Neither Party shall be liable to the other for consequential damages or lost profits. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Grundy County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

C. No Waiver of Right to Enforce. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not, absent other facts and circumstances, constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

SECTION 10. GENERAL PROVISIONS.

A. Binding Effect. The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees. Owner shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

B. Time. Time is of the essence in the performance of this Agreement. If the time for any performance hereunder ends on a day not a business day, such time shall be extended to the next business day.

C. Recordation. This Agreement shall be recorded with the Office of the Grundy County Recorder at the Village's expense, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement.

D. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

E. Assignment. No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other Party.

F. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect.

G. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the Village at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

H. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

I. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights.

J. Notice. All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

S&G Rentals, Inc.
8495 E. Pheasant Trail
Wilmington, IL 60481

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

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

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

K. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

L. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

M. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

N. Exhibits. Exhibits A, B and C, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

O. Authority to Execute.

1. **The Village.** The Village hereby represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities.

2. **Owner.** Owner hereby represents to the Village that it is the lawful owner of the Property and is therefore the only entity that may encumber the Property with this Agreement and that the persons executing this Agreement on its behalf have been properly authorized to do so.

P. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

VILLAGE OF COAL CITY:

By: _____

President David A. Spesia

Date: 6-11-2025

ATTEST:

By: Alexis Baxter By: Linda Suda, Deputy Clerk

Alexis Baxter, Village Clerk

OWNER:

S & G RENTALS INC.

By: _____

Its: Vice President

Date: June 12, 2025

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE EAST 100 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: STARTING AT A POINT 844 FEET 89 DEGREES 26' WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33, NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERDIAN, THENCE 208 FEET SOUTH, THENCE 200 FEET EAST, THENCE 208 FEET SOUTH, THENCE 200 FEET EAST, THENCE 208 FEET NORTH, THENCE 200 FEET WEST TO POINT OF BEGINNING, EXCEPTION THEREFROM ALL MINERALS RIGHTS, AND RESERVING THE RIGHTS OF WAY OF DRAIN TILES THEREON, BELONGING TO TROTTER FARMS, ALL IN GRUNDY COUNTY, ILLINOIS.

EXHIBIT B

PLAT OF ANNEXATION

[attached on following page]

PLAT OF SURVEY

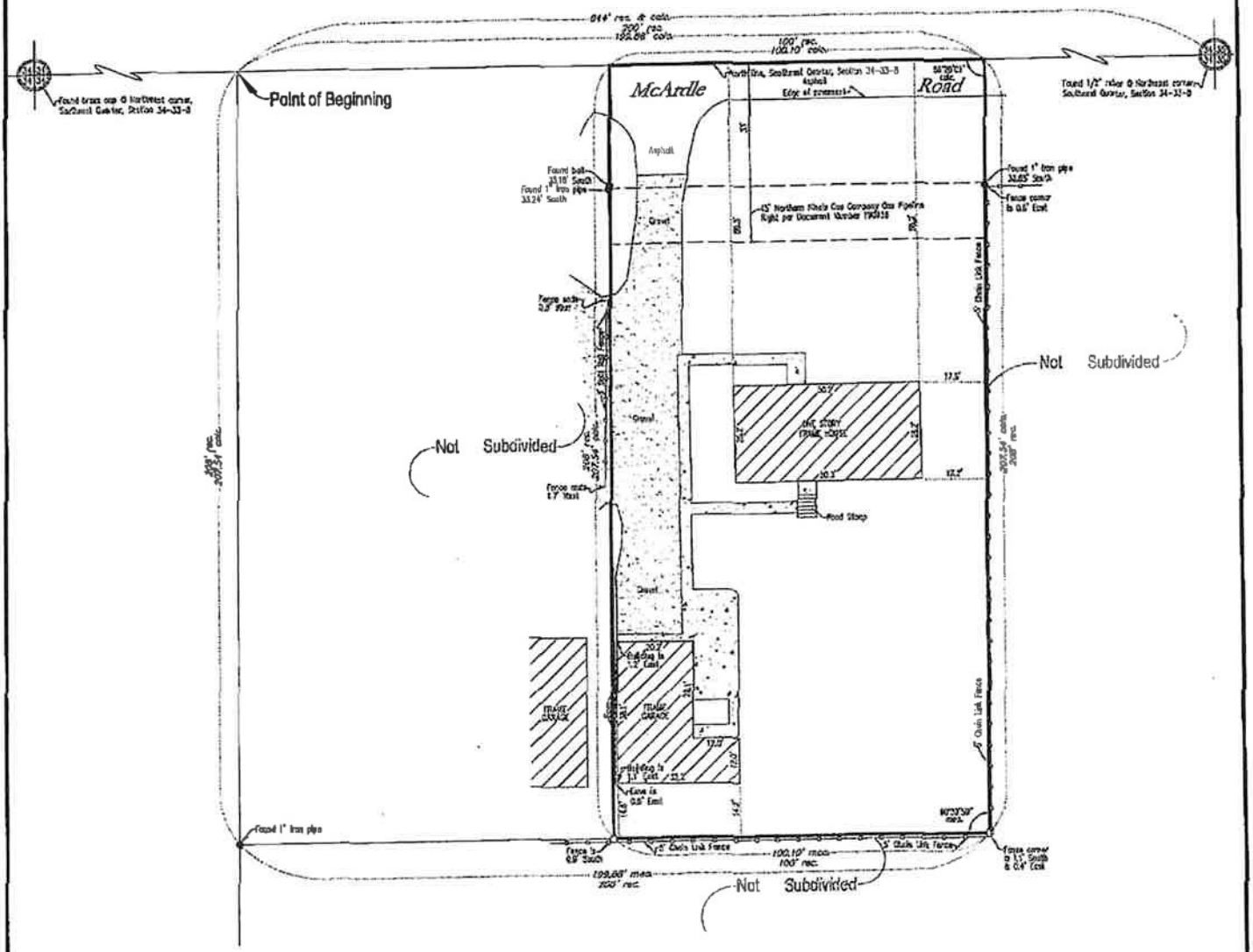
of

EXHIBIT B

THE EAST 100 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: STARTING AT A POINT 644 FEET 69 DEGREES 25' WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE 208 FEET SOUTH, THENCE 208 FEET EAST, THENCE 208 FEET NORTH, THENCE 208 FEET WEST TO POINT OF BEGINNING, EXCEPTING THEREFROM ALL MINERALS RIGHTS, AND RESERVING THE RIGHTS OF WAY OF GRAM TILES THEREON, BELONGING TO BROTHER FARMS, ALL IN GRUNDY COUNTY, ILLINOIS.

LOCAL ADDRESS: 6895 E. McARDLE ROAD
COAL CITY, ILLINOIS

NORTH
GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft



PARCEL AREA
0.477 Acres

CONCRETE SURFACE

STATE OF ILLINOIS }
COUNTY OF GRUNDY } SS

I, STEVEN G. ULTES, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3237, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND AS SHOWN ON THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, GIVEN UNDER MY HAND AND SEAL THIS 7TH DAY OF JUNE, 2024.

STEVEN G. ULTES
3237
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS

BY _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3237
(LICENSE RENEWAL DATE 11-30-2024)

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

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STEVENS SURVEYING, INC.
Land Surveying/ Land Planning
P.O. BOX 699
MORRIS, ILLINOIS 60450
PH. (815) 941-1289

THE MARRIE LAW FIRM
105 SOUTH BROADWAY STREET
COAL CITY, ILLINOIS 60416

DRAWING No.
24-129 LS