

VILLAGE OF BRADLEY

RESOLUTION NO. R-01-26-02

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BRADLEY AND THE BOURBONNAIS TOWNSHIP PARK DISTRICT
(Perry Farm Bike Path Project Grant)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 26th DAY OF January, 2026

Adopted by the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 26th day
of January , 2026

RESOLUTION NO. R-01-26-02

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BRADLEY AND THE BOURBONNAIS TOWNSHIP
PARK DISTRICT (Perry Farm Bike Path Project Grant)**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village of Bradley are authorized to enter into contracts to support the legitimate public purposes of the Village; and

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970 (ILL. CONST., ART. VII, § 10) and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3), the Corporate Authorities are authorized to enter into intergovernmental agreements with other Illinois political subdivisions, such as the Bourbonnais Township Park District (“District”) in this instance, for the purposes of sharing, exercising, combining, and/or transferring any powers, privileges, functions, or authority exercised or which may be exercised by the Village, unless specifically and expressly prohibited by law; and

WHEREAS, the District operates the Perry Farm Park (“Park”), which is located within the corporate boundaries of the Village; and

WHEREAS, the District recently installed a new bike path and fence within the Park (“Project”) for the use and convenience of the public, including the Village and its residents; and

WHEREAS, the District has informed the Village that the total cost of the project amounted to four hundred fifteen thousand seven hundred fifty-nine and 20/100 dollars (\$415,759.20) (“Project Costs”); and

WHEREAS, the District has requested that the Village make a grant and contribute one hundred and eighty thousand and 00/100 dollars (\$180,000.00) to the District to defray a portion of the Project Costs (“Grant”); and

WHEREAS, the Village recognizes the immediate and long-term benefits that the Project will have for the Park, the Village, and the Public, including Village residents, and now wishes to make the Grant to the District; and

WHEREAS, the Village and the District have negotiated an intergovernmental agreement (“Agreement”), a copy of which is attached hereto as Exhibit A and fully incorporated herein, to facilitate the Village’s Grant to the District; and

WHEREAS, the Corporate Authorities of the Village have reviewed the terms, conditions, and provisions of the Agreement and hereby determine and declare that the same are fair, reasonable, and acceptable to the Village and that entering into the Agreement with the District is in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby approve the Agreement (Exhibit A) in form and substance. Therefore, the Village President is hereby authorized and directed to Execute, and the Village Clerk to attest, the same and further to take any and all actions, including without limitation the execution and delivery of documents, as necessary to enter into the Agreement with the District and thereafter to perform thereunder.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. This Resolution shall be in full force and effect from and after its passage and approval, as provided by law.

[Intentionally Blank]

PASSED by the Board of Trustees on a roll call vote on the 26 day of January 2026.

TRUSTEES:

RYAN LEBRAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u> </u>	Nay - <u> </u>	Absent - <u>X</u>
BRIAN TIERI	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GRANT D. VANDENHOUT	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GENE JORDAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:

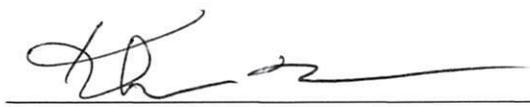


KHAMSEO NELSON, VILLAGE DEPUTY CLERK

APPROVED this 26th day of January, 2026.


MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

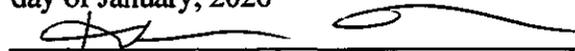


KHAMSEO NELSON, VILLAGE DEPUTY CLERK

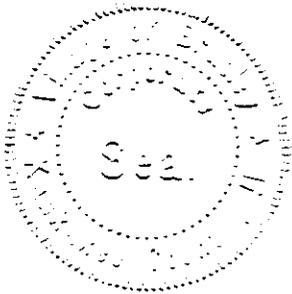
STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Khamseo Nelson, Village Deputy Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number **R-01-26-02**, “A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BRADLEY AND THE BOURBONNAIS TOWNSHIP PARK DISTRICT (Perry Farm Bike Path Project Grant),” which was adopted by the Village Corporate Authorities at a meeting held on the 26TH day of January, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 26th day of January, 2026


Khamseo Nelson, VILLAGE DEPUTY CLERK

(SEAL)



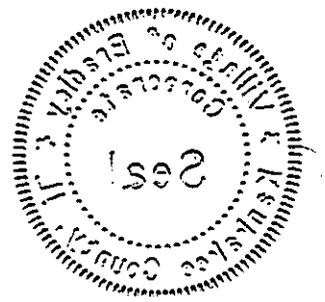


Exhibit A

**Intergovernmental Agreement with the
Bourbonnais Township Park District
(Perry Farm Bike Path Project Grant)**

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the Village of Bradley, an Illinois municipal corporation located in Kankakee County, Illinois ("Village"), and the Bourbonnais Township Park District, an Illinois political subdivision located in Kankakee County, Illinois ("District"), as of the first date on which it is fully executed by all parties hereto ("Effective Date"). The Village and the District may be referred individually as a party or collectively as the parties where appropriate.

RECITALS

WHEREAS, the District operates the Perry Farm Park ("Park"), which is located within the corporate boundaries of the Village; and

WHEREAS, the District recently installed a new bike path and fence within the Park ("Project") for the use and convenience of the public, including the Village and its residents; and

WHEREAS, the District has informed the Village that the total cost of the project amounted to four hundred fifteen thousand seven hundred fifty-nine and 20/100 dollars (\$415,759.20) ("Project Costs"); and

WHEREAS, the District has requested that the Village make a grant and contribute one hundred and eighty thousand and 00/100 dollars (\$180,000.00) to the District to defray a portion of the Project Costs ("Grant"); and

WHEREAS, the Village recognizes the immediate and long-term benefits that the Project will have for the Park, the Village, and the Public, including Village residents, and now wishes to make the Grant to the District, subject to the terms and conditions of this Agreement; and

WHEREAS, the Parties are authorized to enter into this agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970 (ILL. CONST. ART. VII, §10) and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3).

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Village and the District agree as follows:

AGREEMENT

1. **Recitals Incorporated.** the Parties hereby find and declare that all of the recitals set forth in the preamble to this Agreement, above, are true, accurate, and complete. Furthermore, the Parties hereby declare that the statements, representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section. In addition, all exhibits referred to in the preamble to this Agreement, or elsewhere in this Agreement, and attached hereto or incorporated herein by textual reference are hereby made a part of this Agreement as though they were fully set forth in this Section.
2. **Contribution to the District.** Subject to the conditions set out in Section 3 of this Agreement, below, the Village hereby agrees to contribute the Grant to the District, as set out in the preamble to this Agreement, within thirty (30) days following the Effective Date hereof, in order to defray some of the District's Project Costs.

3. **Grant Conditions.** The District agrees that the Grant made by the Village pursuant to this Agreement is and shall remain subject to all of the following conditions:

A. The District shall not disconnect or seek to disconnect all or any portion of the Park from the Village.

In the event that the District violates any of the foregoing conditions and fails or refuses to cure or correct such violation within thirty (30) days following written notice of the same by the Village, the District shall be deemed to have materially breached this Agreement. In such event, the District shall repay the Grant in full within ten (10) days following a written demand for the same from the Village.

4. **General Provisions.**

A. **Term of Agreement.** The term of this Agreement begins on the Effective Date and shall continue until the tenth (10th) anniversary thereof.

B. **Successors and Assigns.** The covenants, terms, conditions, representations, warranties, agreement, and undertakings set forth in this Agreement are intended to and shall be binding upon and inure to the benefit of the Parties, as well as any of their successors, assigns, and heirs.

C. **Notice.** Any notice required or contemplated by this Agreement shall be in writing and shall be either (i) personally delivered or (ii) mailed by (a) U.S. certified mail, return receipt requested and postage pre-paid, or (b) nationally recognized private carrier (such as FedEx or UPS) to the Parties at the following addresses:

If to the Village: The Village of Bradley
147 South Michigan Avenue
Bradley, Illinois 60915
Attn: Village President

If to the District: The Bourbonnais Township Park District
459 N. Kennedy Drive
Bourbonnais, Illinois 60914
Attn: Executive Director

Any notice given pursuant to this Section shall be deemed delivered and effective as follows: (i) if personally delivered, then on the date of such delivery; (ii) if mailed by U.S. certified mail, return receipt requested, postage pre-paid, then on the fifth (5th) business day after it was deposited in said mail; or (iii) if mailed by nationally-recognized private carrier (such as FedEx or UPS), then on the third (3rd) business day after it is deposited with said mail carrier.

D. **Merger and Integration; Amendments.** This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby, and all prior agreements, negotiations, and undertakings related thereto are expressly merged herein and superseded hereby. This Agreement may be amended by, and only by, a written instrument which is approved and executed by both of the Parties.

E. **No Waiver or Relinquishment of Right to Enforce Agreement.** The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements, and conditions herein contained shall not constitute or be construed as a

waiver or relinquishment of any Party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

- F. Performance of Agreement. Time is of the essence for this Agreement and each and every provision hereof.
- G. Choice of Law; Choice of Forum. This Agreement is made under and by virtue of the laws of the state of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to any federal court. In the event of any litigation related to this Agreement, the Parties shall each be responsible for its own attorneys' fees and costs of suit.
- H. Severability. Each provision of this Agreement shall be considered severable. If for any reason any provision is determined to be illegal or unenforceable by any court or other adjudicative body of competent jurisdiction, such illegality or unenforceability shall not affect the legality or enforceability of the remaining provisions of this Agreement; rather, such illegal or unenforceable provision shall be deemed severable herefrom. No Party to this Agreement shall challenge the legality and enforceability of, or assert the illegality or unenforceability of, any provision of this Agreement.
- I. Captions and Paragraphs Headings. The captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- J. No Interpretation Against the Drafter. This Agreement is the product of mutual arms-length negotiation and drafting, and each Party has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement.
- K. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all together shall constitute a single document.

WHEREFORE, the Parties have executed this Agreement as of the dates set forth below their respective signatures.

[Signature Pages Follow]

The Village of Bradley

Michael Watson

By: Michael Watson

Its: Village President

Date: 01/26/2026

State of Illinois)
) §§
County of Kankakee)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Michael Watson, Village President of the Village of Bradley, Kankakee County, Illinois, 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, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Village of Bradley, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of January, 2026.

[Signature]
Notary Public

(seal)



[Signature]

