
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 14-15

**A RESOLUTION AUTHORIZING ENTRY INTO AN AGREEMENT WITH THE
OWNER OF 175 W. OAK STREET, PROVIDING FOR RESOLUTION OF THE
VILLAGE'S PENDING DEMOLITION AND ENFORCEMENT ACTIVITIES
THROUGH AN AGREED-UPON REMEDIATION SCHEDULE**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on December 14, 2016

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ENTRY INTO AN AGREEMENT WITH THE OWNER OF 175 W. OAK STREET, PROVIDING FOR RESOLUTION OF THE VILLAGE'S PENDING DEMOLITION AND ENFORCEMENT ACTIVITIES THROUGH AN AGREED-UPON REMEDIATION SCHEDULE

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, Section 11-31-1(e) of the Illinois Municipal Code, 65 ILCS 5/11-31-1(e) (the “Fast-Track Demolition Law”) authorizes the Village to demolish and remove garbage, debris and other hazardous, noxious and unhealthy substances or materials from residential or commercial structures three stories or less in height that are determined to be open, vacant, and an immediate and continuing hazard to the community by the official in charge of building code enforcement after providing certain notices to the property owner and interested parties and waiting for thirty (30) days for a responsible party to repair or demolish the structure and such time elapsing without responsive action; and

WHEREAS, TCF Bank (the “Bank”) recently took title to the below-described real property on November 30, 2016 via a warranty deed from former owner Patricia Ann Kahon, which property is commonly known as 175 W. Oak Street, Coal City, Grundy County, Illinois, 60416, bearing tax identification number (P.I.N.) 09-03-277-002, and legally described as follows:

LOT 3 IN BLOCK 32 IN THE ORIGINAL TOWN OF COAL CITY, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

(the “Property”);

WHEREAS, Village Building and Zoning Official Richard Malone has made a

determination that the residential structure and detached garage (cumulatively, the “Improvements”) on the Property constitute an open, vacant, dangerous and unsafe residential building less than three stories in height posing an immediate and continuing hazard to the community within the meaning of the Fast-Track Demolition Law; and

WHEREAS, the Village initiated fast-track demolition procedures against the Improvements by generating all required pre-demolition notices; and

WHEREAS, neither the property owner, Bank or any other interested party has demolished or repaired the Improvements sufficiently to eliminate the immediate and continuing hazard to the community and the statutory waiting period has expired; and

WHEREAS, the Village is legally empowered to demolish the Improvements at any time without further notice; and

WHEREAS, the Bank is desirous of remediating the Improvements as set forth herein and the Village is desirous of achieving an expeditious resolution of the matter in a manner protective of the public health, safety and welfare that conserves valuable public resources; and

WHEREAS, the Bank has agreed to perform certain remedial measures to the Improvements that will stabilize the condition of the Improvements and eliminate the dangerous and unsafe conditions on the Property; and

WHEREAS, the Bank and the Village have negotiated an agreement providing in general terms for the Village to exercise forbearance from acting on its right to proceed with demolition of the Improvements or otherwise enforce its property maintenance regulations or other provisions of the Village of Coal City Code of Ordinances governing the condition of Property for a defined period of time in exchange for the Bank performing certain emergency stabilization measures, reimbursing the Village for its costs associated with pursuing demolition, eliminating debris from inside the improvements, and making certain other repairs, all as more particularly described in the settlement agreement affixed hereto as Exhibit A; and

WHEREAS, it is the express intention of the parties to settle, release, and compromise all claims against one another arising out of or related to the condition of the Improvements and the events and circumstances connected therewith in an amicable fashion without either the Village or Bank admitting fault, liability or other wrongdoing; and

WHEREAS, the President and Trustees (cumulatively, the “Corporate Authorities”) hereby find that it is in the best interests of the residents of the Village to enter into a settlement agreement with Owner consistent with the terms set forth in the attached Settlement Agreement and Release attached hereto as Exhibit A (the “Agreement”) and incorporated herein by reference.

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.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President’s signature as may be required. The Village Administrator, Village Attorney, building department officials and employees and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are 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 14 day of December, 2016, at Coal City, Grundy and Will Counties, Illinois.


AYES: 5

ABSENT: 1

NAYS: 0

ABSTAIN: 0

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:

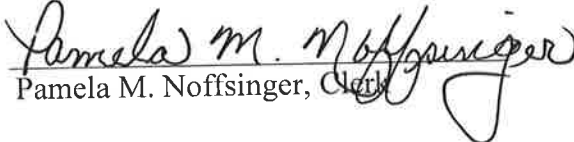

Pamela M. Noffsinger, Clerk

EXHIBIT A

SETTLEMENT AGREEMENT

[Attached on following pages]

4845-7636-9469, v. 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into this 6th day of December, 2016 by and between the VILLAGE OF COAL CITY (“Village”), an Illinois municipal corporation, and TCF NATIONAL BANK, a national banking association (“Bank”) on behalf of themselves, their successors in interest, agents, representatives, and assigns. The Village and Bank may each be referred to as a “Party” and collectively referred to as “Parties”.

WITNESSETH

WHEREAS, the Parties are involved in a dispute over the alleged dangerous and unsafe condition of the residential structure and detached garage (cumulatively, the “Improvements”) located on real property commonly known as 175 W. Oak Street, Coal City, Grundy County, Illinois, 60416, bearing tax identification number (P.I.N.) 09-03-277-002, and legally described as follows:

LOT 3 IN BLOCK 32 IN THE ORIGINAL TOWN OF COAL CITY, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

(the “Property”); and

WHEREAS, the Bank had an interest in the Property by virtue of its mortgage on the Property dated July 11, 2002 and recorded on September 17, 2002 at the Grundy County Recorder of Deeds as Document No. 407148, securing a home equity line of credit in the amount of \$52,000.00 (the “Mortgage”); and

WHEREAS, the Bank recently took title to the Property following execution of a warranty deed for the Property by former owner Patricia Ann Kahon to the Bank dated November 30, 2016 of; and

WHEREAS, at all times relevant to this Agreement, the Bank had the right pursuant to the terms of the mortgage and underlying promissory note to intervene and perform such actions as may be necessary to keep the Property in good repair in order preserve the collateral securing the property owner's line of credit and now may undertake all obligations set forth herein by virtue of its ownership of the Property; and

WHEREAS, Section 11-31-1(e) of the Illinois Municipal Code, 65 ILCS 5/11-31-1(e) (the "Fast-Track Demolition Law") authorizes the Village to demolish and remove garbage, debris and other hazardous, noxious and unhealthy substances or materials from residential or commercial structures three stories or less in height that are determined to be open, vacant, and an immediate and continuing hazard to the community by the official in charge of building code enforcement after providing certain notices to the property owner and other interested parties, including the Bank, and waiting for thirty (30) days thereafter for a responsible party to repair or demolish the offending structure and such time elapses without any responsive action; and

WHEREAS, Village Building and Zoning Official Richard Malone has made a determination that the Improvements constitute an open, vacant, dangerous and unsafe residential building less than three stories in height posing an immediate and continuing hazard to the community within the meaning of the Fast-Track Demolition Law; and

WHEREAS, the Village initiated fast-track demolition procedures against the Improvements by generating all required pre-demolition notices; and

WHEREAS, neither the former property owner, Bank or any other interested party has demolished or repaired the Improvements sufficiently to eliminate the immediate and continuing hazard to the community and the statutory waiting period has expired; and

WHEREAS, the Parties recognize that the Village is legally authorized to demolish the Improvements at any time without further notice in light of the foregoing except as otherwise provided in this Agreement; and

WHEREAS, the Bank is desirous of remediating the Improvements as set forth herein and the Village is desirous of achieving an expeditious resolution of the matter in a manner protective of the public health, safety and welfare that conserves valuable public resources; and

WHEREAS, it is the express intention of the parties to settle, release, and compromise all claims against one another arising out of or related to the condition of the Improvements and the events and circumstances connected therewith in an amicable fashion without either the Village or Bank admitting fault, liability or other wrongdoing;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, the adequacy and sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

1. **Incorporation:** The foregoing recitals are adopted and incorporated as though fully set forth herein.
2. **Bank's Obligations.** Bank agrees for himself and his successors and assignees (cumulatively, "Bank"), as follows:
 - A. Within three (3) days of the Effective Date (the "Stabilization Measure Deadline"), Bank shall complete or cause to be completed the tasks set forth in this Section 2(A)(i – iii) (the "Stabilization Measures"):
 - i. Secure the Improvements, including boarding-up any broken windows/doors, if any, locking all access points, including but not limited

to all doors, windows, and the garage, and temporarily cover any exterior holes/gaps in the Improvements with tarp or such other temporary measures as may be approved by the Village, such that the Improvements do not admit moisture, animals, pets or unauthorized humans;

- ii. Remove all landscape and other debris from the exterior of the Property;
- iii. Erect temporary perimeter fencing on all sides of the Property.

B. Bank shall (a) schedule an inspection of the Stabilization Measures by the Village's Building and Zoning Official or his designee (the "Inspector"), and (b) permit access to the Property to the Inspector during regular business hours of the Village for the scheduled inspection of the Stabilization Measures in a manner and for such duration as may be reasonably necessary for the Inspector to complete his inspection of the Stabilization Measures.

C. If the Inspector determines that Bank has made good-faith efforts to comply with the terms of this Agreement and complete the Stabilization Measures, but that additional, minor tasks or corrections need to be performed in order to achieve final satisfactory completion of the Stabilization Measures, the Inspector shall provide a "punchlist" of items to Bank that describes the additional minor tasks or modifications that must be completed to achieve final completion of the Stabilization Measures. Defendant shall be given an additional three (3) business days following receipt of the punchlist to complete the punchlist items and achieve full and final completion of the Stabilization Measures and have the same confirmed by an inspection by the Inspector, in accordance with the terms (except for the date) set forth in Subsection 2(C).

D. On a continuing basis from and after the Stabilization Measure Deadline, Bank shall have an ongoing obligation to remediate any newly-created or subsequently occurring hazards or perform such additional maintenance of the Stabilization Measures in the event that the temporary repairs become degraded within three (3) business days of receiving verbal or written notice from the Village that such other or further tasks are required.

E. Within fifteen (15) days of the Effective Date, Bank shall complete or caused to be completed the following:

- i. Reimburse Village in the amount of THREE THOUSAND NINE HUNDRED SIXTY AND 22/100 DOLLARS (\$3,960.22) (the "Enforcement Reimbursement") in immediately available funds within fifteen (15) days of November 28, 2016 (the "Effective Date"), and Village shall accept the Enforcement Reimbursement from Bank in full and complete satisfaction of the Village's demolition-related costs incurred through the date of execution of the Agreement, as set forth more particularly in Exhibit 1 to this Agreement, hereby incorporated by reference as though fully set forth herein.
- ii. Remove all debris and personal property from interior of the Improvements.
- iii. Schedule a post-debris removal inspection of the interiors of the Improvements by the Inspector and permit access to the interior of the Improvements to the Inspector during regular business hours of the Village in a manner and for such duration as may be reasonably necessary

for the Inspector to conduct the inspection called for herein in order to (a) verify compliance with debris removal and (b) determine such other and further remedial work, if any, that the Village will require to the Improvements to alleviate violations of the Village's adopted building and life-safety codes or otherwise render the Improvements safe which are currently concealed from view by virtue of the proliferation of debris (cumulatively, such improvements shall be known as the "Unidentified Remediation").

- iv. Apply for and secure a roof repair permit and any other permits that may be required by the Village to perform the work identified in this Agreement, which obligation shall include the submission of all required information, including but not limited to the identity of the contractor(s) who will perform the work, which contractors must be registered with the Village.
- v. Commence extermination, removal and pest-control efforts designed to eliminate pests and vermin including, without limitation, insects, spiders, mites, ticks, and related organisms, wood infesting organisms, rats, and mice, but expressly excluding feral cats, a "companion animal" as that term is defined in the Humane Care for Animals Act (510 ILCS 70/), "animals" as that term is defined in the Illinois Diseased Animals Act (510 ILCS 50/), or animals protected by the Wildlife Code (520 ILCS 5/), and thereafter proceed diligently and continuously with such extermination,

removal and other pest-control efforts as may be necessary to rid the Property of pests and vermin.

F. If the Inspector determines that Bank has made good-faith efforts to comply with the terms of this Agreement and timely complete the tasks set forth in Section 2(E), but that additional, minor tasks or corrections need to be performed in order to achieve final satisfactory completion of said tasks, the Inspector shall provide a "punchlist" of items to Bank that describes the additional minor tasks or modifications that must be completed to achieve final completion of the Stabilization Measures. Defendant shall be given an additional three (3) business days following receipt of the punchlist to complete the punchlist items and achieve full and final completion of the tasks set forth in Section 2(E) and have the same confirmed by an inspection by the Inspector.

G. Within thirty (30) days of the Effective Date, Bank shall complete the following:

- i. Complete the Unidentified Remediation based on the Inspector's post-debris removal inspection of the interiors of the Improvements or exercise good faith in cooperating with the Village to determine a commercially reasonable schedule to complete the Unidentified Remediation in the event that completion by the specified deadline is commercially unreasonable.
- ii. Complete roof repairs identified in roof permit issued pursuant to Section 2(E)(iv).
- iii. Remove existing garage door and replace same with new garage door.

H. On a continuing basis from and after the Effective Date of this Agreement, Bank shall perform landscape maintenance as may be necessary to keep the Property free of debris and weeds, and Bank shall mow or caused to be mowed the lawn on the Property as necessary to prevent grass/weeds from exceeding 8", but in no event less frequently than once every two (2) weeks commencing on the earliest to occur of (i) measurable growth of the grass/weeds or (ii) May 1, 2017.

I. Bank shall fulfill in all material respects its obligations under the Agreement consistent with the terms set forth herein, and any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, or any recorded restrictive covenant or deed restriction affecting the Property, all as in effect as of the Effective Date of this Agreement, including, without limitation, all applicable zoning ordinances and building codes, flood disaster laws, health laws and environmental laws and regulations (cumulatively, "Applicable Laws").

J. No construction, demolition, improvement, or development of any kind shall be permitted on any portion of the Property unless and until Bank or its contractor(s) have received all necessary permits, consents, approvals, authorizations, zoning relief of whatever kind or nature, certificates and approvals required by the Village or Applicable Laws from all governmental bodies with jurisdiction over the Property for such work, provided however that the Parties understand and agree that the Emergency Stabilization Measures and the debris removal shall not require the issuance of permits.

K. All work on the Property shall be performed by contractors possessing a current and valid certificate of registration from the Village.

3. **Village's Obligations.** Village agrees as follows:

A. Except in the event of Bank's non-compliance with a term or condition of this Agreement, the Village shall refrain from exercising its fast-track demolition authority pursuant to 65 ILCS 5/11-31-1(e), initiating demolition litigation under 65 ILCS 5/11-31-1(a), issuing violation notices pertaining to alleged violations of the Village of Coal City Code of Ordinances or of any technical codes adopted therein, suing the Bank at law or in equity to restrain, correct or abate such violations or seeking the appointment of a receiver, or undertaking such other or further enforcement techniques related to the condition of the Property or the Improvements (cumulatively, the "Enforcement Measures"). The Parties understand and agree that upon the Village may proceed to act upon its lawful authority to demolish the Improvements with no further notice to Bank or any other party interested in the Property (other than as may be expressly provided for herein) in the event that the Bank shall fail to perform an obligation provided for in this Agreement in a timely manner.

B. The Village shall promptly process and consider reasonable requests by Bank for building permits and shall issue all requisite building permits and any other permits and approvals and other necessary land use and construction approvals as shall be necessary or appropriate for Bank to perform its obligations hereunder, provided that Bank or its contractors submit all petitions and applications for such permits and approvals and pays all fees required under applicable Village ordinances, standards, rules, and regulations, and further provided that Bank or its contractors make any modifications to such applications as may be required by Applicable Law, or as may be required in order to secure permits following the Village's permit reviews. In no event shall this

provision be construed to prohibit or otherwise curtail the Village's diligent evaluation or processing of permit application materials or adherence to generally-applicable procedures and timelines established by usual and customary practice of the Village.

C. Failure of the Village to undertake any Enforcement Measures promptly following Bank's non-compliance with a term or condition of this Agreement shall not be construed as a waiver of Bank's obligation to comply.

4. **Waiver of Service.** Except as otherwise expressly provided herein, Bank expressly waives service of any oral or written notices of noncompliance or code violation notices by the Village pertaining to the matters set forth herein.

5. **Binding on Successors.** This Agreement will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assignees. The rights, duties and obligations of a party in this Agreement shall be assignable subject to prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

6. **Time of the Essence.** Time is of the essence of this Agreement.

7. **Mutual Cooperation.** The Parties hereby agree to execute any documents necessary to effectuate the payments and/or acts provided for in this Release.

8. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be served on the Parties at their respective addresses set forth below, and shall be deemed given upon personal delivery, or on the third day after mailing if sent by first class mail, or on the day after deposit with a nationally recognized overnight delivery service, and in each case, to the person(s) and address(es) set forth below:

Coal City: Village of Coal City
535 S. Broadway Street
Coal City, IL 60416
ATTN: Mayor Halliday, Administrator Fritz, Chief Best

With a Copy To: Mark R. Heinle
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563

Bank: TCF Bank
800 Burr Ridge Pkwy
Burr Ridge, IL 60527

With a Copy To: Sandra L. Makowka
David T. Cohen & Associates, Ltd.
10729 W. 159th Street
Orland Park, IL 60467

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

9. **Term of Agreement.** This Agreement shall expire following the first to occur of: (i) a Party hereto breaching a term or condition of the Agreement, or (ii) the Parties' mutual completion of their obligations hereunder.

10. **Miscellaneous.**

A. **Non-Waiver.** The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of

that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

B. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, of the State of Illinois.

C. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

D. **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.

E. **Amendments.** 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.

F. **Entire Agreement.** The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and

constitute the entire agreement between the County and the Company with respect to the subject matter hereof.

G. **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.

H. **Attorney Fees and Costs.** In the event that any party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of enforcement, including reasonable attorney's fees, court costs, and any other collection costs.

I. **Entire Agreement.** The Parties acknowledge, agree and represent that no promise, inducement or agreement not herein expressed has been made to them, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

11. **No Admissions.** The Parties understand and agree that this settlement is a compromise of a disputed claim and that the payments and the covenants to be performed hereunder are not to be construed as admissions of liability on the part of any of the Parties.

12. **Voluntary Execution and Authority.** Each of the Parties acknowledges that it has carefully read the foregoing Agreement, knows the contents thereof, and signs the same as his/its own free act and for his or its own benefit. Persons signing this Agreement have full authority to execute the same on behalf of their principals. The Parties have executed this Agreement voluntarily and with the advice of counsel as of the dates set forth below.

SIGNATURE PAGE TO FOLLOW


IN WITNESS WHEREOF, THE PARTIES have caused this Agreement to be executed and attested by their respective officers the day and year first above written.

VILLAGE OF COAL CITY

By: 
Terry Halliday

Its: President

TCF NATIONAL BANK

By: 
Name: Randy Fuchser

Its: Vice President – REO Sales Manager

EXHIBIT 1

Itemized Enforcement Costs

(Attached on following pages)

Law Offices
 ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHEFER, P.C.
 140 SOUTH DEARBORN STREET
 SIXTH FLOOR
 CHICAGO, ILLINOIS 60603
 Tax I.D. 36-2763103
 (312) 782-7606
 Fax (312) 782-0943

Village of Coal City
 President Terry Halliday
 515 S. Broadway Street
 Coal City, IL 60416

Page: 1
 October 6, 2016
 Account No: 3068839.0050
 Statement No: 52636

175 Oak Street Demolition

			<u>Hours</u>	
9/19/2016	MRH	Receive and review title commitment	0.25	
9/23/2016	MRH	Correspondence to building director regarding condition of property	0.25	
9/26/2016	MRH	Receive and review evidence from Building Commissioner	0.25	
		FOR CURRENT LEGAL SERVICES RENDERED	<u>0.75</u>	142.50

RECAPITULATION			
<u>PROFESSIONAL</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Mark R. Heinle	0.75	190.00	142.50

9/20/2016	Chicago Title Company, LLC, fee for ALTA Owner's Policy	650.00	
	TOTAL COSTS	<u>650.00</u>	
	TOTAL AMOUNT DUE		792.50

PAST DUE AMOUNTS					
<u>0 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>91 - 120</u>	<u>121 - 180</u>	<u>181+</u>
0.00	0.00	0.00	0.00	0.00	0.00

This bill includes payments through September 30, 2016

Law Offices
 ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHEFER, P.C.
 140 SOUTH DEARBORN STREET
 SIXTH FLOOR
 CHICAGO, ILLINOIS 60603
 Tax I.D. 36-2763103
 (312) 782-7606
 Fax (312) 782-0943

Village of Coal City
 President Terry Halliday
 515 S. Broadway Street
 Coal City, IL 60416

Page: 1
 November 4, 2016
 Account No: 3068839.0050
 Statement No: 53253

175 Oak Street Demolition

			<u>Hours</u>	
10/13/2016	MRH	Review photos and reports concerning condition of structures (0.5); Draft fast-track demolition publication notification (0.25); Draft statutory mailing notice (0.5); Draft recorder of deeds notice document (0.25); Research possible addresses for owner and interested parties (1.0); Conduct telephone conference with property owner's advocate regarding address status, condition of house and options (0.25); Arrange for publication, signage posting, recording and mailing of legal notices (0.5); Draft correspondence to client providing status update (0.25); Draft signage instructions to client (0.25)	3.75	
10/14/2016	MRH	Review and file evidence of sign posting	0.25	
		FOR CURRENT LEGAL SERVICES RENDERED	<u>4.00</u>	760.00

RECAPITULATION			
<u>PROFESSIONAL</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Mark R. Heinle	4.00	190.00	760.00

10/14/2016	Grundy County Recorder of Deeds, fee for Recording of Fast - Track Demolition Notice		80.00
10/25/2016	United States Post Office, fee for Certified Mailing		25.88
	TOTAL COSTS		<u>105.88</u>
	TOTAL AMOUNT DUE		865.88

PAST DUE AMOUNTS					
<u>0 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>91 - 120</u>	<u>121 - 180</u>	<u>181+</u>
0.00	0.00	0.00	0.00	0.00	0.00

This bill includes payments through October 31, 2016

Law Offices
 ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHFER, P.C.
 140 SOUTH DEARBORN STREET
 SIXTH FLOOR
 CHICAGO, ILLINOIS 60603
 Tax I.D. 36-2763103
 (312) 782-7606
 Fax (312) 782-0943

Village of Coal City
 President Terry Halliday
 515 S. Broadway Street
 Coal City, IL 60416

Page: 1
 December 2, 2016
 Account No: 3068839.0050
 Statement No: 53770

175 Oak Street Demolition

			<u>Hours</u>	
11/7/2016	MRH	Conference with Building Department official about status of demolltion proceeding, necessity of temporary stabilization measures and whether contents will need to be removed prior to demolition	0.25	
11/15/2016	MRH	Conference with counsel for TCF Bank regarding demolltion and lender bank's intention to evaluate the interior and determine course of action	0.50	
11/18/2016	MRH	Advise Village as to access for demolition (0.25); Draft proposed demolition contract (0.75)	1.00	
11/21/2016	MRH	Conference with opposing counsel regarding demolition of property and proposed remediation and conference with Building Official regarding same, draft responsive correspondence and memorandum to Village Board	1.00	
11/22/2016	MRH	Recelve correspondence detailing proposed remediation schedule from counsel for lender bank and draft memo to client concerning same, recelve and review clean asbestos report, itemize and calculate all charges to date	0.75	
11/29/2016	MRH	Recalculate expenses to date associated with property (0.25); Conference with Building Department staff regarding settlement requisites (0.25); Work on settlement agreement and draft correspondence to opposing counsel and Village officials regarding same (3.25); Draft resolution ratifying settlement agreement (0.5)	4.25	
		FOR CURRENT LEGAL SERVICES RENDERED	<u>7.75</u>	1,472.50

RECAPITULATION			
<u>PROFESSIONAL</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Mark R. Heinle	7.75	190.00	1,472.50

Village of Coal City
Account No: 3068839.0050

Page: 2
December 2, 2016

TOTAL AMOUNT DUE

1,472.50

PAST DUE AMOUNTS

<u>0 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>91 - 120</u>	<u>121 - 180</u>	<u>181+</u>
865.88	0.00	0.00	0.00	0.00	0.00

This bill includes payments through November 30, 2016



**CHICAGO TITLE
COMPANY**

5257-1600980

Remit Payment To:

Chicago Title Company
124 E. Jefferson St.
Morris, IL 60450
Phone: (815)942-3678 Fax: (815)942-4287
Due upon receipt

INVOICE

ANCN1979
Ancel, Glink, Diamond, Bush, Dicianni & Kraffthefer, P.C.
ATTN: Mark R. Heinle
1979 N. Mill Street, Suite 207
Naperville, IL 60563

Order Number:	5257-1600980	Invoice Date:	September 15, 2016
		Invoice Number:	5257-1600980
		Operation:	01080.225257
Seller(s):	Cynthia M. Rice and Mary Fralick	Sales Rep:	Angela Wagner

Property Description:

175 W. Oak Street, Coal City, IL 60416

Policies Applied For: ALTA Owner's Policy 2006 10,000.00

Bill Code	Description	Amount
SEA	Search and Exam Fee - Necessary Parties - Demolition	650.00

Invoice total amount due: \$ 650.00

**Thank you for the opportunity to serve you.
Please return a copy of this invoice with your payment**

Certificate of the Publisher

The Herald-News

Description: 175 W OAK
1234207

VILLAGE OF COAL CITY
515 S BROADWAY
COAL CITY IL 60416

Shaw Media certifies that it is the publisher of The Herald-News. The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 3 time(s) in The Herald-News, namely one time per week for three successive week(s). Publication of the notice was made in the newspaper, dated and published on 10/17/2016 10/18/2016 10/19/2016

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on 19th day of October, A.D. 2016

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10061217

Amount \$329.34

PUBLIC NOTICE

NOTICE TO REMEDIATE IMMEDIATE AND CONTINUING HAZARD

Notice is hereby given that the residential structure located at 175 W. Oak Street, Coal City, Grundy

County, Illinois, 60416, bearing tax (identification number (P.I.N.) 09-03-277-002, and legally described as follows:

LOT 3 IN BLOCK 32 IN THE ORIGINAL TOWN OF COAL CITY, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

(the "Property") has been determined to constitute an open, vacant, dangerous and unsafe building posing an immediate and continuing hazard to the community within the meaning of Section 11-31-1(e) of the Illinois Municipal Code, 65 ILCS 5/11-31-1(e), by Village of Coal City Building and Zoning Official, Richard Malone.

The Village of Coal City intends to demolish the residential structure located on the Property and remove any and all garbage, debris and other hazardous, noxious and unhealthy substances or materials from the Property unless the house is repaired or demolished within thirty (30) days and all garbage, debris and other hazardous, noxious and unhealthy substances or materials are removed from the Property within thirty (30) days.

All inquiries may be directed to:
Mark R. Heintz
ANCEL, GLINK, DIAMOND, BUSH,
DICIANINI & KRAFTHEFER, P.C.
1879 Mill Street, Suite 207
Naperville, IL 60563
(331) 457-4415
(630) 696-4611 Fax
mheintz@ancelglink.com

(Published in the The Herald-News on October 17, 18, 19, 2016) 1234207

4
Kay T Olson
Grundy County
Clerk & Recorder, Illinois

Document #: 565577

Receipt #: 130602
Pages Recorded: 4

Total Fees: \$71.00
RHSP Surcharge: \$9.00

Authorized By:

Kay T. Olson

Date Recorded: 10/24/2016 9:10:17 AM

Prepared by and upon

Recording Mail To:

ASE
Mark R. Heinle
ANCEL, GLINK, DIAMOND, BUSH, DiCIANNI
& KRAFTHOFER, P.C.
1979 Mill Street, Suite 207
Naperville, IL 60563
(331) 457-4415
(630) 596-4611 Fax
mheinle@ancelglink.com

FAST-TRACK DEMOLITION:

NOTICE TO REMEDIATE OPEN AND VACANT STRUCTURE POSING IMMEDIATE AND CONTINUING HAZARD TO COMMUNITY

On the following pages, the Village of Coal City, an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois, hereby provides notice of impending demolition of the residential structure located on the real property commonly known as 175 W. Oak Street, Coal City, Grundy County, Illinois, 60416, bearing tax identification number (P.I.N.) 09-03-277-002 (the "Property"), in accordance with the fast-track procedures set forth in 65 ILCS 5/11-31-1(e). Additional information appears on the following pages. Any queries may be directed to attorney Mark Heinle at the below-listed phone number.

The Property is legally described as follows:

LOT 3 IN BLOCK 32 IN THE ORIGINAL TOWN OF COAL CITY, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

VILLAGE OF COAL CITY

By:

Mark R. Heinle

Its attorney,
Mark R. Heinle



NES Proposal

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

Quote Date: 11/09/2015
NES Proposal: 2015

Attention: Joe McKenna

WORK SITE: Various Locations

Customer: 718
Employee: Ronald Sangiacomo

Project: Asbestos Inspection Services

METHODS & PROCEDURES

NES Inc. agrees to furnish all union labor, materials, and equipment to complete the following scope of work:

NES will conduct pre-demolition asbestos inspection services for properties scheduled to be demolished by the Village.

All work will be conducted in accordance with current applicable regulatory guidelines by NES, Inc. under the supervision of a licensed asbestos inspector.

Samples will be collected from suspect materials in areas that are safely accessible.

Materials in areas that cannot be accessed may be assumed to be positive.

Limited scope inspection services. Inaccessible materials are excluded from sampling. Homogeneous area samples may be limited to one sample at inspector's discretion.

Reports will be made available within two weeks of inspection.

COST BREAKDOWN

All of the above work is to be completed in a substantial and workmanship manner, to be paid as follows:

Professional Services for the lump sum of \$500.00 per property address

Payment is to be made within 30 days of completion, or an assessment of 1.5% will be applied monthly.

Any alteration or deviation from the original scope of work, plans, or specifications will be executed only by written orders for the same and will be added to, or deducted from the amount quoted in this proposal. All changes must be in writing. Additional clarifications are included on page two (2) of this proposal.

Proposal is valid for ten (10) days from proposal date.

For asbestos abatement requiring Cook County notifications, a charge of \$55 will be assessed for each notification date change as required per Cook County regulations.

CLOSEOUT

Owner shall receive the following:

Inspector Documentation

Asbestos Liability Insurance per NES's standard limits. If additional coverage is requested, the charges incurred by NES will be added to



the base bid.

Inspection report

CLARIFICATIONS
The following clarifications pertain:

"NES, Inc." shall utilize the appropriate respiratory as mandated by OSHA during construction activities.

All employees performing activities shall be drug tested per the "NES, Inc." required policy(s)

Owner/ General Contractor shall provide the following: Water, Electricity and any permitting outside of the required asbestos notifications.

If retained as a Subcontractor, NES, Inc. reserves the right to review the Prime Contract with the Owner. Terms of any subcontract will be negotiated prior to committing to a binding agreement based on the Terms and Conditions of the Prime Contract.

*****CONFIDENTIALITY NOTICE*****

THIS PROPOSAL CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION WHICH MAY INCLUDE TRADE SECRETS AND IS THEREFORE INTENDED SOLELY FOR THE CUSTOMER NAMED ABOVE. ANY UNAUTHORIZED REVIEW, USE, DISSEMINATION, DISTRIBUTION, DOWNLOADING, OR COPYING OF THIS PROPOSAL OR ANY ELEMENTS HEREIN IS STRICTLY PROHIBITED. IF YOU HAVE NOT BEEN AUTHORIZED TO RECEIVE THIS DOCUMENT BY NES, INC. YOU MUST DELETE AND DESTROY ANY AND ALL COPIES IN YOUR POSSESSION. IF THIS PROPOSAL OR ANY ELEMENTS HEREIN ARE CONVEYED WITHIN THE CUSTOMER, THIS STATEMENT MUST BE INCLUDED.

Sampling may be limited due to accessibility issues, including but not limited to, the safety of NES, Inc. personnel.

ACCEPTANCE

If there are any questions, please feel free to contact me at (708) 478-5497

Respectfully,

Ronald Sangiacomo

Accepted by:

Richard R. Malt... 6/18/18

Signature

Date

Richard R Malt...

Printed Name

Village of Coal City

Company Name



November 28, 2016

Mary Jane Larson
Village of Coal City
515 S. Broadway
Coal City, IL 60416

RE: Asbestos Inspection – 175 W Oak

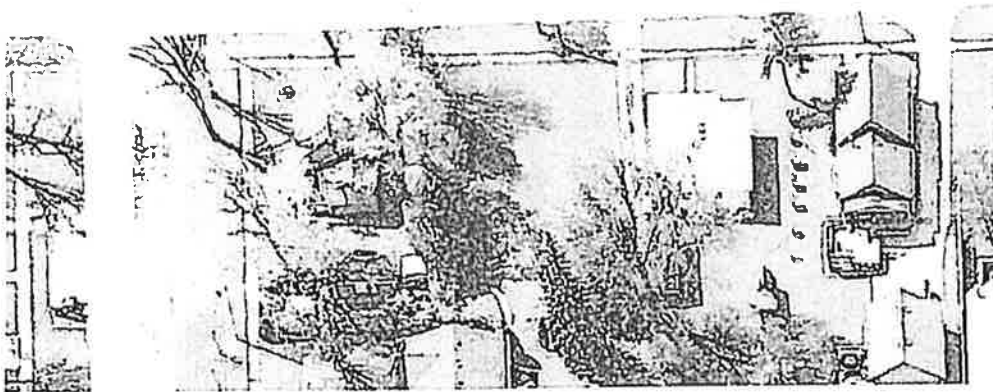
Dear Ms. Larson:

NES, Incorporated was retained to inspect the properties for asbestos prior to demolition.

Asbestos containing materials were frequently used in construction prior to restrictions on their production and bans on the use of certain asbestos containing materials. Asbestos has been used in thousands of products included items such as (but not limited to) insulation, fire proofing materials, thermal system insulation, floor tile and sheet goods, drywall and drywall joint compound, plaster and other surfacing products, ceiling tiles, adhesives, caulks, sealants, gasket materials, window glazing, sink coatings, appliance heat shielding, roofing materials, boiler/furnace stacks, and electrical wire insulation. The Environmental Protection Agency (EPA), Department of Transportation (DOT), and Occupational Safety and Health Administration (OSHA) all combine to regulate asbestos, its removal, disposal, the transport of, and working with and around it. The Illinois EPA, Illinois Department of Public Health, Illinois Department of Transportation, and other local agencies will enforce asbestos related regulations. OSHA regulates worker exposure and requires that workers that work with asbestos have proper training.

On November 18, 2016, NES sent Licensed Asbestos Building Inspector, Ronald Sangiacomo, Illinois Department of Public Health License # 100-19014, to perform a limited-scope NESHAP (National Emission Standard for Hazardous Air Pollutants) inspection.

175 W. Oak



The structure is a wood frame construction on a concrete block foundation.

Limitations on inspection:

Please note that during the inspection process, some materials could have been covered or rendered inaccessible due to the excessive contents of the building.

SUMMARY OF FINDINGS

NONE of the sampled items tested **POSITIVE** for ASBESTOS:

Analysis of the materials sampled provided the following results:

	Material	Appearance	Location	Asbestos	Type Condition
C	Drywall	White	Ceiling	None Detected	N/A
W	Drywall	White	Wall	None Detected	N/A
F1	Sheet Floor	Brown	Bathroom 2	None Detected	N/A
F2	Tile	Blue	Bathroom 1	None Detected	N/A

Any materials that have tested positive for asbestos should be abated by a licensed abatement contractor prior to renovation activities.

Items that have tested <1% asbestos are not required to be abated, but proper work practices must be employed to remain compliant with OSHA regulations.

Materials that were not able to be sampled, should be sampled prior starting the renovation project to determine if the materials contain asbestos.

If during the renovation process any materials that have not been tested are to be impacted, it is recommended that a licensed inspector be utilized to perform sampling of impacted materials and that a licensed abatement contractor be utilized conduct the removal of materials that are assumed or test positive.

Respectfully Submitted

Ron Sangiacomo

Enclosures/Attachments: Chain of Custody
Lab Analysis

Disclaimer: This is a limited-scope inspection and does not constitute a full inspection of the property. Materials located in areas that were not readily accessible may not have been sampled nor discovered. Suspect items that are not listed on this report that are found during demolition should be tested prior to continuing demolition activities.



1612 W. Fulton Street
 Chicago, Illinois 60612
 312.850.3300 t 312.850.3303 f
 mtl@metrotechlab.com



NVLAP Lab Code 200721-0

Polarized Light Microscopy Asbestos Analysis Report
 Method EPA-600/M4-82-020

MTL Batch #: 13670
Date Received: 11/21/16
Received By: J. DePeralta
Date Analyzed: 11/21/16
Analyzed By: D. Hulihan
Date Reported: 11/22/16
Turnaround Time: 1 Day

Client: R. Sangiacomo
 NES, Inc.
 19015 S Jodi Rd # B
 Mokena, IL 60448
 (708) 478-5497 t
 (708) 478-5801 f

Project Name: 175 W. Oak St.

Project #: 175

Project Location:

This report does not constitute any approval or endorsement by NVLAP, NIST, or any Federal Government agency.

MTL Sample ID	Client Sample ID	Material Description	Color	Hom	Asbestos	%	Non Asbestos	%
13670 - 1	C	Drywall	White	Yes	ND		Cellulose Binder	5-10 90-95
13670 - 2	W	Drywall	Beige White	Yes	ND		Cellulose Binder	5-10 90-95
13670 - 3	F1	Sheet Floor	Brown Beige	Yes	ND		Binder	99-100
13670 - 4	F2	Sheet Floor	Blue	Yes	ND		Binder	99-100

The information within this report is only associated with the specific items tested.

11/22/2016

Analyzed by:

NA = Sample Not Analyzed
 Hom = Homogeneous
 ND = Asbestos Not Detected



1612 W. Fulton Street
 Chicago, Illinois 60612
 312.850.3300 f. 312.850.3103 r
 mt@metrocehlab.com

CHAIN OF CUSTODY PLM BULK

Company: NES, Incorporated Project Number: 175 Project Name: 175 W Oak St Location/Address: Inspector(s): Ron Sangiacomo Report To: Kyla Lawson / Ron Sangiacomo Tel: 708-478-5497 Fax: 708-478-5801 e-mail/Alternate Fax: klawson@nesincorp.com / rsangiacomo@nesincorp.com		Results Needed: Date: 1/22/16 Time: Noon TAT: <input type="checkbox"/> Immediate <input type="checkbox"/> <1 Day <input checked="" type="checkbox"/> 1 Day <input type="checkbox"/> 2 Days <input type="checkbox"/> 3 Days <input type="checkbox"/> 5 Days Stop at First Positive: Yes: <input type="checkbox"/> No: <input type="checkbox"/> Other: <input type="checkbox"/> MTL Project ID: 13670 MTL Use Only Samples Acceptables: Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> Checked by (Initial/Date): [Signature] 1/21/16	
Sample Number:	Material Description	Sample Location	
C	Drywall	Center	
W	Drywall	Wall	
F1	Brown sheet floor		
F2	Blue floor tile		
Comments:			
Relinquished by: (Signature) [Signature]		Date/Time: 1/18/16	
Received by: (Signature) [Signature]		Date/Time: 1/21/16 (203)	
Relinquished by: (Signature)		Date/Time:	
Received by: (Signature)		Date/Time:	
Relinquished by: (Signature)		Date/Time:	