

9. Ordinance 16-33 Amending Liquor Code
 Adding another Class A Liquor License
10. Ordinance 16-34 Amending Liquor Code
 Adding another Class C Liquor License
11. Resolution 16-15 Approving 175 W. Oak Street Settlement
12. Pledge of Support Grundy County LOMR Intergovernmental
 Agreement
13. Request for Payment D Construction Inc.
 2016 MFT Maintenance
14. Request to Purchase Additional Fleet Squad Car
15. Report of Mayor
16. Report of Trustees: T. Bradley
 J. Wren
 D. Togliatti
 D. Greggain
 R. Bradley
 N. Nelson
17. Report of Village Clerk
18. Report of Village Attorney
19. Report of Village Engineer
20. Report of Chief of Police
 1. Dispatching Update
21. Report of Village Administrator
22. Executive Session to Discuss Personnel
23. Adjourn and Re-enter Regular Session
24. Budget Amendment Authorizing Additional Personnel
25. Adjourn

**NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR
THE VILLAGE OF COAL CITY**

I. A public hearing to approve a proposed property tax levy increase for the Village of Coal City for 2016 will be held on Wednesday, December 14, 2016 at 7:00pm at the Village Hall, 515 S. Broadway in Coal City, IL.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Ms. Pamela Noffsinger, Village Clerk at 515 S. Broadway, Coal City, IL 60416 or 815-634-8608 or pnoffsinger@coalcity-il.com.

II. The corporate and special purpose property taxes extended or abated for 2015 were \$1,314,298.

The proposed corporate and special purpose property taxes to be levied for 2016 are \$1,520,962. This represents a 15.72% increase over the previous year.

III. The property taxes extended for debt service and public building commission leases for 2015 were \$241,989.

The estimated property taxes to be levied for debt service and public building commission leases for 2016 are \$357,591. This represents a 47.77% increase from the previous year.

IV. The total property taxes extended or abated for 2015 were 1,556,287.

The estimated total property taxes to be levied for 2016 are \$1,878,553. This represents a 20.7% increase from the previous year.

Note: This notice must be no less than 1/8 page in size, and the smallest type used shall be 12 point and must be enclosed in a black border no less than 1/4 inch wide.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 14, 2016

RE: 2016 PROPERTY TAX LEVY

The Village Board adopted a preliminary tax levy at its Regular Board Meeting of November 9th. Following the Board Meeting Trustees conducted multiple committee meetings including a joint meeting with the Pension Board to discuss different strategies and options as far as the creation of this year's tax levy. 98% of the increase in this year's tax levy is due to the bond and interest payment for the tornado project or an increase within the police pension levy line item. Although the total levy increase of \$322,266 represents a 20.7% increase in the levy, the resulting property tax rate is anticipated to climb only 11.6%. The Board must annually set the property tax levy to be collected from Village residents within the summer of 2017.

The Tornado Project Bond & Interest Payment of \$300,500 is a portion of the revenue necessary to pay for the \$6.3 million in total costs resulting from funding the Tornado Project funds. This payment has been set artificially low as the Village awaits the return of all of the residential units impacted by the 6-22 Tornado; due to 70 demolitions and other rehabilitation projects, the EAV (i.e. the total valuation of property) dipped last year. This year, EAV has increased 8% and is slated to adjust upwards as more residents return to their homes throughout 2016. Next year's Tornado Project B&I payment shall be static at \$296,500. However, it shall climb upwards in 2018 before leveling off in 2019 with scheduled payments of \$553,250 and \$795,500.

Concurrently, the Coal City Police Pension Fund has undergone some analysis ensure the proper amount is being contributed on an annual basis. Although the Village Board has always funded at least 100% of the annual request since the fund's inception, modifying the projected market returns lower with an overall 5.5% rate of return instead of 7% results in a sizable adjustment this year. The \$508,000 to be collected in the 2016 levy is 27% of the entire levy and is 14% of the FY17 General Fund. This step increase in pension funding just shy of \$200,000 will leave slimmer projected increases in the future of 8% next year diminishing under 5% for the years thereafter. Funding pension payments earlier as opposed to later assists with keeping down future costs.

Aside from these two large adjustments, the remainder of the levy has adjustments reflecting budgetary needs including the balancing of additional Social Security proceeds to assist with rising payroll needs. The Village's Worker's Compensation line item significantly reduced due to careful risk/loss control taken by the Village's employees. Below is the levy to be filed with the Grundy & Will County Clerks. Since the increase exceeds 105% of last year's levy, a Truth

in Taxation Hearing (the Notice is provided) must be conducted prior to the levy's final consideration. That Hearing was advertised within the Coal City Courant.

2015 Levy	2015 Rate	Levy Line Item	2016 Levy	Increase/Decrease	2016 Rate
\$249,991	0.24931	Corporate	\$270,737	8.30 %	.2500
85,453	.08522	IMRF	77,950	-8.80	.0720
75,004	.07480	Police Protection	81,221	8.30	.0750
309,122	.30828	Police Pension	508,000	64.30	.4691
132,882	.13252	Liability Insurance	142,836	7.50	.1319
75,004	.07480	Parks	75,004	8.30	.0750
151,833	.15142	Social Security	191,833	26.30	.1771
159,995	.15956	Workman's Comp.	92,164	-42.40	.0851
25,008	.02494	Audit	25,000	-	.0231
50,006	.04987	Street Lighting	50,000	-	.0462
184,898	.18439	Stormwater Bonds	300,500	62.52	.2775
57,091	.05694	Pr. Oaks Project	57,091	-	.0527
\$1,556,287	1.55205	2016 Levy	\$1,878,553	20.70 %	1.7347

Recommendation:

Adopt Ordinance No. _____: Adopting the 2016 Property Tax Levy.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 16-___

AN ORDINANCE FOR THE 2016 LEVY AND ASSESSMENT OF TAXES
FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS
FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
TIM BRADLEY
DAN 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 _____, 2016

VILLAGE OF COAL CITY

ORDINANCE NO. _____

**AN ORDINANCE FOR THE 2016 LEVY AND ASSESSMENT OF TAXES
FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS
FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017**

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS.**

Section 1. The Board of Trustees of the Village of Coal City has ascertained the total amount of appropriation for all corporate purposes legally made and to be provided for by tax levy by a tax for General Corporate purposes for the current year as specifically set forth below:

There is hereby levied by a tax for the General Corporate purposes, upon real property, subject to the Counties of Grundy and Will and the State of Illinois, for the fiscal year beginning May 1, 2016 and ending April 30, 2017 as for the current year, the following sums of money, or as much thereof as may be authorized by law, for the following purposes to-wit:

<i>Corporate Fund</i>	
<u><i>Personal Services and Salaries</i></u>	<u>Levied</u>
Mayor and Trustees	\$20,000
Village Administrator	35,000
Administrative Assistant	27,900
Clerical	33,300
<u><i>Insurance Benefits</i></u>	
Health/Life Insurance	154,537
TOTAL Corporate Levy	\$270,737

Section 2. The Board of Trustees of the Village of Coal City ascertained the total amount of appropriations for all other purposes legally made and to be provided for by tax levy of the current year as is specifically set forth below.

There is hereby levied by a tax for the General Corporate purposes, upon real property, subject to the Counties of Grundy and Will and the State of Illinois, for 2016, the following sums of money, or as much thereof as may be authorized by law, for the following purposes to-wit:

Levied

Liability Insurance

Contractual Service: \$142,836
Said amounts are levied as an additional tax authorized by 745 ILCS, 10/9-107 of the Illinois Compiled Statutes.

Workers' Compensation & Insurance Tax

Contractual Service: \$92,164
Said amounts are levied as an additional tax authorized by Chapter 85, Paragraph 9-107 of the Illinois Compiled Statutes.

Police Protection Tax

Personnel \$81,221
Said amounts are levied as an additional tax authorized by 65 ILCS, 5/11-1-3 of the Illinois Compiled Statutes.

Municipal Auditing Tax

Contractual Services: \$25,000
Said amounts are levied as an additional tax authorized by 65 ILCS, 5/8-8-8 of the Illinois Compiled Statutes.

Street Lighting Tax

Contractual Service: \$50,000
Said amounts are levied as an additional tax authorized by 65 ILCS, 5/11-80-5 of the Illinois Compiled Statutes and passed hereto by the requisite 2/3 vote of the corporate authorities.

Police Pension

Personnel: \$508,000
Said amounts are levied as an additional tax authorized by 40 ILCS, 5/22-403 of the Illinois Compiled Statutes.

Levied

IMRF & Social Security

Contributions to Social Security:	\$191,833
Contributions to IMRF:	77,950

Said amounts are levied as an additional tax authorized by 40 ILCS, 5/7-171 of the Illinois Compiled Statutes and 40 ILCS, 5/21-110 of the Illinois Compiled Statutes.

Park Fund

Personnel	\$48,730
Village Administrator	2,630
Contractual Activities	9,212
Electricity	6,362
Park Improvements	<u>14,277</u>
Park Fund Total	\$81,221

Section 5. This ordinance shall be approved by a vote of a majority of the corporate authorities of the Village of Coal City during its final reading.

Section 6. That the Village Clerk of the Village of Coal City shall be directed to file a certified copy of the adopted ordinance in the Office of the County Clerk of said Grundy and Will Counties as required by law and said County Clerks shall be directed to extend the above taxes pursuant to law.

**AN ORDINANCE FOR THE 2016 LEVY AND ASSESSMENT OF TAXES
FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS
FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017**

SO ORDAINED this _____ day of _____, 2016, at
Coal City, Grundy & Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

STATE OF ILLINOIS)
COUNTY OF GRUNDY)
COUNTY OF WILL)

CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION

I, the Presiding Officer of the Village of Coal City, Grundy and Will Counties, Illinois, do hereby certify that the Levy adopted on the ____ day of _____, 2016, complies with the provisions of P.A. 82-102 (The Truth in Taxation Act).

____ The Village has levied a final aggregated tax levy resolution or ordinance less than 105% of the proceeding year's aggregate extension, thereby the requirement for a truth in taxation hearing inapplicable.

OR

 X The Village has levied a final aggregated tax levy resolution or ordinance greater than 105% of the proceeding year's aggregate extension, and has complied with the publication and hearing of Section 6 or 7 of the Act.

Signature, Presiding Officer: _____

Title, Presiding Officer: _____

Date: _____

STATE OF ILLINOIS)
COUNTY OF GRUNDY)
COUNTY OF WILL)

I, the undersigned, Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, do hereby certify that the foregoing is a true and correct copy of the Ordinance No. 16-___ entitled, "An Ordinance for the 2016 Levy and Assessment of Taxes for the Village of Coal City, Grundy & Will Counties, Illinois for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017," duly passed on a roll call vote of a vote of _____ ayes and _____ nays, _____ absent, of the President and Board of Trustees of said Village of Coal City on the _____ day of _____, 2016, and approved by the President and Board of Trustees of said Village of Coal City on said date. I do further certify that there are six Trustees of said Village authorized by law to be elected. I do further certify that I am the legal custodian of all papers, documents and records of said Village.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Coal City, this _____ day of _____, 2016.

Village Clerk
(SEAL)

Pamela M. Noffsinger, Village Clerk

2016 PROPOSED Tax Levy, Collected in 2017

Last year's EAV 100,272,970
 Est. 2016 Levy 108,294,808 8% increase

Full Contribution to the PD Pension
 Presented November 7, 2016

Authority	Max.	2015 Rate	2016 Rate	2015 Extension	2016 Levy	Difference	2016 %
Corporate	X	0.24931	0.25000	\$ 249,991	\$ 270,737	\$ 20,746	8.3%
IMRF		0.08522	0.07198	85,453	77,950	(7,503)	-8.8%
Police Protection	X	0.07480	0.07500	75,004	81,221	6,217	8.3%
Police Pension		0.30828	0.46909	309,122	508,000	198,878	64.3%
Liability Insurance		0.13252	0.13190	132,882	142,836	9,954	7.5%
Parks	X	0.07480	0.07500	75,004	81,221	6,217	8.3%
Social Security		0.15142	0.17714	151,833	191,833	40,000	26.3%
Workman's Comp.		0.15956	0.08510	159,995	92,164	(67,831)	-42.4%
Audit		0.02494	0.02309	25,008	25,000	(8)	0.0%
Street Lighting	X	0.04987	0.04617	50,006	50,000	(6)	0.0%
		1.31072	1.40446	\$1,314,298	\$ 1,520,962	\$ 206,664	15.72%
Refinanced Bonds		0.18439	0.27748	184,898	300,500	115,602	62.52%
Prairie Oaks Project		0.05694	0.05272	57,091	57,091	-	
		1.55205	1.73467	\$1,556,287	\$ 1,878,553	\$ 322,266	20.7%

- FYI - 2015 Tax District EAV, Collected in 2016 100,272,970 -4.93%
- 2014 Tax District EAV, Collected in 2015 105,477,239 2.27%
- 2013 Tax District EAV, Collected in 2014 103,138,176 -3.40%
- 2012 Tax District EAV, Collected in 2013 106,769,515 -3.86%
- 2011 Tax District EAV, Collected in 2012 111,061,700 -6.40%
- 2010 Tax District EAV, Collected in 2011 118,649,618 -1.90%
- 2009 Tax District EAV, Collected in 2010 120,949,702

Total Change in Levy 0.18262

Per \$150,000 Market Value House \$ 80.35

OR \$ 53.03 per \$100,000 of Market Value

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 14, 2016

RE: GIGI'S WINE & DESSERT BAR CONDITIONAL USE & LIQUOR LICENSE

During the last Planning and Zoning Board meeting, the Zoning Board of Appeals unanimously supported granting a Conditional Use for the operation of a bar without any live entertainment or dancing at 69 S. Broadway. The owners of GiGi's Wine Bar reviewed their wine and dessert bar concept and stated the menu would regularly serve exclusive pastries from a bakery located in Chicago. Due to the space limitations, GiGi's will be a paired down version of its first store currently located in Hickory Hills. The owners plan on applying for gaming machines within the bar and revealed the games' utilization allows the business to fall back on some additional income during slower business cycles and times.

This retail suite shall have direct access to the parking in the rear of the building on its east side. The owners shall not utilize the existing grill for the preparation of food at the bar.

Due to the Village's automatically reverting Liquor Code, the owners will need an amendment to the existing Liquor Code in order to operate their new retail location. A flyer regarding gaming regulations has been attached to refresh your memory as well. After providing the ability to pour alcohol via a Class A license at this establishment, it will be necessary for the owners of GiGi's to acquire a liquor license and any gaming license required through the State of Illinois.

Recommendation:

1. Adopt Ordinance No. ____: Granting a Conditional Use to GiGi's Wine Bar to Operate a Bar without live entertainment or dancing.
2. Adopt Ordinance No. ____: Amending the Village Liquor Code to Provide an Additional Class A Liquor License

MEMORANDUM

To: Coal City Mayor and Board of Trustees

CC: Administrator Matt Fritz

From: Mark R. Heinle

Subject: Video Gaming Regulatory Overview

Date: December 7, 2016

With the Village Board considering the issuance of a conditional use permit authorizing the operation of a bar at 69 S. Broadway and further considering the creation of a liquor license that collectively would enable the operation of GiGi's Wine Bar, generally described as a wine and beer bar with a small menu of appetizers and desserts and featuring video gaming, this memorandum is designed to provide a brief overview of video gaming regulations.

The Video Gaming Act, 230 ILCS 40/1, *et seq.*, legalized the use of video gaming terminals in licensed bars and restaurants, truck stops, fraternal (e.g. Eagles Club, Knights of Columbus) and veterans establishments (e.g. VFW halls) where alcohol is served for on-premises consumption. The Illinois Gaming Board has jurisdiction over all gaming operations and is responsible for establishing regulations. Municipalities have no responsibility for administering or enforcing the Act and have a very limited regulatory role (particularly non-home rule communities), as they are essentially limited to either banning video gaming altogether or allowing it and imposing a \$25 per-gaming terminal fee on operators, which the Village has done in Section 135-5 of the Village Code, which also parrots some of the operational regulations imposed by the Act.

Video gaming is only permitted in establishments with an on-premises consumption liquor license. The location of video gaming terminals is further restricted from being located within 100 feet of a school or place of worship. Within licensed establishments, up to five video gaming terminals are allowed, and they are restricted to areas that are accessible to people over 21 years old. The terminals are taxed at 30% of net income, which is collected by the State. One-sixth of the collected taxes are returned to the municipality in which the video gaming terminal is located. In short, the Village receives 5% of the net income from each video gaming terminal, plus \$125

December 7, 2016

Page 2

in annual fees from any establishment with the maximum five video gaming terminals installed. The Illinois Gaming Board provides a searchable database of video gaming financial data. In October, 2016, the most recent month available, the Village of Coal City received \$5,094.28 in video gaming proceeds generated by six facilities, with Emmy's Café and Spivey's Saloon being the most lucrative

While the Act leaves little room for direct Village regulation, the Village's primary means of control is indirect, via its liquor regulation authority. Because video gaming is only permitted in establishments with on-premises liquor licenses, the Village controls the eligibility of establishments for video gaming via its control over the issuance of liquor licenses. Second, video gaming is only allowed during normal hours of operation. Therefore, the Village could restrict the hours of operation of licensees in an attempt to control the permitted hours of video gaming.

Some communities have historically attempted to further curtail the proliferation of video gaming establishments by attempting to create new liquor license sub-categories that mirror the existing on-premises liquor license categories, but add a video gaming component. The Village could attempt to impose eligibility restrictions on the video-gaming liquor licenses to try to avoid the proliferation of the largely single-purpose video game cafes that have proliferated in some areas. Some approaches are to require a video-gaming liquor license applicant to have one of the Village's base bar or restaurant-liquor licenses for a set period of time before they were eligible to apply. Other approaches include requiring restaurants to have a full-service kitchen or minimum seating requirements or strict limits on the percentage of floor area devoted to gaming. All of these tend to disincentivize video gaming-centric cafes.

Although this practice has been implemented by a variety of home rule and non-home rule communities, the authority for the practice is unclear given that the Act doesn't require anything other than a bare local liquor license authorizing on-premises consumption to be eligible for obtaining a video gaming license from the State. As a result, it is not clear whether the Illinois Gaming Board would respect such attempted restrictions by the Village instead of simply issuing the gaming license upon verification that the applicant possessed a basic on-premises liquor license from the Village.

We are happy to discuss further upon request.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A CONDITIONAL USE TO OPERATE A BAR
WITHOUT LIVE ENTERTAINMENT OR DANCING AT 69 S. BROADWAY IN THE
VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
TIMOTHY BRADLEY
DAN 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 _____, 2016

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL USE TO OPERATE A BAR WITHOUT LIVE ENTERTAINMENT OR DANCING AT 69 S. BROADWAY IN THE VILLAGE OF COAL CITY

WHEREAS, an application for a conditional use according to Section 156.93 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by GiGi’s Wine Bar represented by Gennaro Giuntoli (“applicant”) on November 10, 2016 for the operation of a bar without live entertainment of dancing within a C-4 zoned property; and

WHEREAS, a public hearing regarding the conditional use consideration was held on December 5, 2016; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on December 5, 2016 to consider passage of the conditional use request to the Board of Trustees; and

WHEREAS, Section 156.230 permits the Village Board to approve certain uses on a conditional basis from the Zoning Code; and

WHEREAS, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant conditional uses.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, 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. Findings of Fact. The Board of Trustees find as follows:

- A. **Traffic**. Expected traffic flow from the GiGi’s Wine Bar is consistent with other types of uses within the C-4 zoned Core Area of the Village and will not have an adverse effect on surrounding properties.
- B. **Environmental Nuisance**. There shall not be any environmental nuisances that emanate from the conditional use. The utilization of the property for the proposed use shall not cause glare, noise, or odor that affects the neighboring properties.
- C. **Neighborhood Character**. The utilization of the property as a bar without live entertainment or dancing will not result in undue deleterious effect upon the neighborhood. The use of the property in this manner was configured to accommodate the property and shall be harmonious to its adjacent neighbors.
- D. **Public Services and Facilities**. The property shall not require any additional installation or greater utilization of public services to serve the proposed conditional use.

- E. **Public Safety and Health.** Granting this conditional use shall allow the new property owner to restore the building to comply with the Core Area Design Guidelines, which shall improve the public health and safety of the community bringing the property up to current building codes and improving the existing structure.
- F. **Other Factors.** The property shall operate side by side adjacent to another approved conditional use in which gaming has been accommodated. The retail suites within this building shall operate harmoniously and shall not be in direct competition.

Section 3. Description of the Property. The property is located at 69 South Broadway in the Village of Coal City within a C-4 District.

Section 4. Public Hearings. A public hearing concerning the consideration of a conditional use was advertised on November 16, 2016 in the Coal City Courant and held by the Planning and Zoning Board on December 5, 2016 at which time a majority of the Planning and Zoning Board members recommended passage of the Conditional Use to the Board of Trustees.

Section 5. Conditional Use. The conditional use requested in the November 10, 2016 Conditional Use Application is granted as follows:

- A. A conditional use in conjunction with Section 156.93 is hereby granted to allow the operation of a bar without live entertainment or dancing within a C-4 commercially-zoned district.

Section 6. Conditions. The conditional use granted herein is contingent and subject to the following conditions:

- A. The facility shall be built according to the standards and design as presented within the Applicant's petition and consistent with the Public Hearing of December 5, 2016.
- B. GiGi's Wine Bar must operate its facility according to the business plan it submitted at its public hearing of December 5, 2016, which consists of an emphasis on wine and desserts with regular wine tasting and pairing events.
- C. Occupancy of the retail space shall comply with the health and safety standards of the Village and the Coal City Fire District.

Section 7. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

AN ORDINANCE GRANTING A CONDITIONAL USE TO OPERATE A BAR WITHOUT LIVE ENTERTAINMENT OR DANCING AT 69 S. BROADWAY IN THE VILLAGE OF COAL CITY

Section 8. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

Section 9. Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2016, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE INCREASING THE NUMBER OF CLASS "A" LIQUOR LICENSES
FROM ONE TO TWO**

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 _____, 2016

ORDINANCE NO. _____

**AN ORDINANCE INCREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES
FROM ONE TO TWO**

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (the “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, Article IV of the Illinois Liquor Control Act of 1934, 235 ILCS 5/4-1, *et seq.*, authorizes the corporate authorities of the Village to license and regulate the sale of alcoholic liquor within the Village, and to determine the number, kind and classification of local liquor licenses, as well as the fees for such licenses and to provide such further regulations and restrictions on the issuance and operations pursuant to such local licenses; and

WHEREAS, the Village regulates the sale of liquor by creating various classifications of liquor licenses and establishing the maximum number of licenses that may be issued in each such class; and,

WHEREAS, the Village has received a new application for zoning relief for the issuance of a conditional use permit to allow the operation of a bar at 69 S. Broadway Street, within the Village’s C-4 core area zoning district, which application is now pending and awaiting final action by the Village Board (the “Conditional Use Permit Application”);

WHEREAS, in the event said zoning relief is granted, the applicant will apply for the issuance of a Class A Liquor License; and

WHEREAS, liquor licenses may be issued by the Liquor Commissioner only if the Village Board has created a sufficient number of licenses in a particular classification;

WHEREAS, the Corporate Authorities of the Village hereby find and determine that it is in the best interest of the Village and the public to amend the Village Code to provide for one (1) additional

Class “A” Liquor License; and

WHEREAS, subject to (i) approval of the Conditional Use Permit Application by the Village Board and (ii) the approval by the Liquor Commissioner of a forthcoming application for a Class A Liquor License and a determination that said applicant qualifies and is eligible to possess a Class A liquor license in the Village of Coal City, the Liquor Commissioner should have authority to issue an additional Class A liquor license, bringing the authorized number of such liquor licenses to two (2);

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. AMENDMENT. Section 112-12(A) of the Village Code (“Number of Licenses; Limitations”) shall be and hereby is amended to reflect an increase of one (1) Class “A” Liquor License to a maximum of two (2), upon (i) the approval and issuance of a conditional use permit by the Corporate Authorities responsive to the Conditional Use Permit Application and (ii) the issuance by the Liquor Commissioner of an additional Class “A” License to a qualified and valid applicant on or before January 31, 2017. If the Conditional Use Permit Application is denied or otherwise not approved by January 31, 2017, or no second Class A liquor license is approved and issued by January 31, 2017, then the number of Class “A” liquor licenses shall revert to one (1) by operation of law without further legislative action by the Village.

SECTION 3. REPEALER. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SAVING CLAUSE. If any section, paragraph, clause, or provision of this 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 6. EFFECTIVENESS. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SO ORDAINED this _____ day of _____, 2016, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Village Clerk

MEMO

TO: Terry Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 14, 2016

**RE: CREATION OF ADDITIONAL RESTAURANT LIQUOR LICENSE FOR
NEW LOCO'S RESTAURANT**

After recently considering the village's liquor code, I believe the Board was remiss in taking a part in the creation of an additional liquor license for the new owner of Loco's Restaurant in the space that had formerly been Los Charros. Jose DeLaTorre took over ownership of the restaurant on November 1st and properly acquired a liquor license via a manager. This is the first opportunity for the Board to create the additional license. The Liquor Code does provide for the transition of a new manager within a restaurant without the license reverting back to the Board of Trustees for consideration. However, this restaurant will be under entirely new management and it was advised the Village properly create the new license so Loco's can properly serve alcohol with its own license (since the former owner of Los Charros' license went away due to the automatic reversion clause).

Recommendation:

Adopt Ordinance No. _____: Increasing the Available Class C Liquor Licenses by one.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE INCREASING THE NUMBER OF CLASS "C" LIQUOR LICENSES
FROM THREE TO FOUR**

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 _____, 2016

ORDINANCE NO. _____

AN ORDINANCE INCREASING THE NUMBER OF CLASS “C” LIQUOR LICENSES FROM THREE TO FOUR

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (the “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, Article IV of the Illinois Liquor Control Act of 1934, 235 ILCS 5/4-1, *et seq.*, authorizes the corporate authorities of the Village to license and regulate the sale of alcoholic liquor within the Village, and to determine the number, kind and classification of local liquor licenses, as well as the fees for such licenses and to provide such further regulations and restrictions on the issuance and operations pursuant to such local licenses; and

WHEREAS, the Village regulates the sale of liquor by creating various classifications of liquor licenses and establishing the maximum number of licenses that may be issued in each such class; and,

WHEREAS, pursuant to Section 112-12(B) of the Village Code, the number of Class C liquor licenses in the Village was reduced by one upon a determination of dormancy by the Liquor Control Commissioner following the sale of Los Charros Mexican Restaurant and Cantina at 1005 E. Division Street; and

WHEREAS, the Village has received a new application for the issuance of a Class C Liquor License by the new ownership and management associated with the operation of new restaurant located on the above-noted premises; and

WHEREAS, subject to the approval by the Liquor Commissioner of the application forms, the Local Liquor Commissioner shall have authority to issue an additional Class C Liquor License, bringing the authorized number to four (4); and

WHEREAS, the intent of the Corporate Authorities is that this Ordinance should be in full force and effect only upon the Liquor Commissioner's issuance of an additional Class "C" Liquor License as set forth herein, bringing the authorized number of such liquor licenses to four (4);

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. AMENDMENT. Section 112-12(A) of the Village Code ("Number of Licenses; Limitations") shall be and hereby is amended to reflect the increase of one (1) Class "C" Liquor License to a maximum of four (4), upon the issuance by the Liquor Commissioner of an additional Class "C" License to a qualified and valid applicant on or before January 31, 2017. If no fourth Class "C" liquor license is approved and issued by January 31, 2017, then the number of Class "C" liquor licenses shall revert to three (3) by operation of law without further legislative action by the Village.

SECTION 3. REPEALER. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SAVING CLAUSE. If any section, paragraph, clause, or provision of this 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 6. EFFECTIVENESS. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SO ORDAINED this _____ day of _____, 2016, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Village Clerk

MEMO

TO: Terry Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 14, 2016

RE: UPDATE ON DEMOLITION PROPERTIES

The Village's contractor began demolition work at 807 W. Oak Street on December 8th after completing the contract to complete the necessary work. The first action was to pump out the basement of its water and then have the storage carts on the driveway moved in order to reach the house for demolition. The structure is in the process of being removed and is anticipated to be completed by the time of Wednesday's meeting.

The work to be completed at 175 W. Oak Street has been progressing very positively. The mortgage holder – TCF Bank has provided the services, payments, and construction it promised in order to avoid the village progressing with demolition. Attached is the Resolution that records the agreement by which the mortgage holder completed its work and remitted payment to the Village. Bob Malone provided the additional inspection and work continues at the house to bring it up to code and available for resale in the future.

Recommendation:

Adopt Resolution No. _____: Suspending the Demolition of 175 W. Oak Street to Allow the Mortgage Holder to Provide Necessary Improvements.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**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

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 _____ day of _____, 2016, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

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

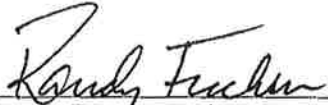
IN WITNESS WHEREOF, THE PARTIES have caused this Agreement to be executed and attested by their respective officers the day and year first above written.

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 & KRAFTHOFER, 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	0.75	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	650.00	
	TOTAL AMOUNT DUE		792.50

PAST DUE AMOUNTS					
0 - 30	31 - 60	61 - 90	91 - 120	121 - 180	181+
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, DICIANI & 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	4.00	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	105.88	
	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
 ANGEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHOFER, 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 demolition 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 demolition 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	Receive correspondence detailing proposed remediation schedule from counsel for lender bank and draft memo to client concerning same, receive 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	7.75	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 & Krafthefer, 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:		<u><u>\$ 650.00</u></u>

**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,
DICICANITI & KRAFTHEFER, P.C.
1879 Main Street, Suite 207
Naperville, IL 60563
(331) 457-4415
(630) 686-4611 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

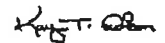
Receipt #: 130602
Pages Recorded: 4

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

Prepared by and upon

Recording Mail To:

Authorized By:



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

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:



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. Walton 11/18/11

Signature

Date

Richard R Walton

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

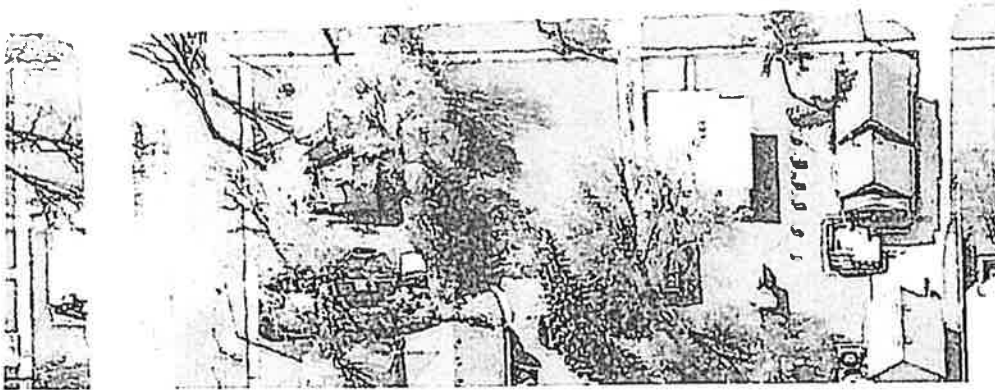
Dear Ms. Larson:

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 | 312.850.3303 f
mtl@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 11/22/16 Time Noon
 MTL Project ID: 13670
 TAT: Immediate <1 Day 1 Day 2 Days 3 Days 5 Days
 Stop at First Positive: Yes: No: Other:
 MTL Use Only
 Samples Acceptable: Yes: No:
 Checked by (Initial/Date): [Signature] 11/21/16

Sample Number:	Material Description	Sample Location
C	Drywall	Ceiling
W	Drywall	Wall
F1	Brown sheet floor	
F2	Blue floor tile	

Comments:

Relinquished by: (Signature) [Signature] Date/Time: 11/18/16
 Relinquished by: (Signature) [Signature] Date/Time: 11/21/16
 Received by: (Signature) [Signature] Date/Time: 11/21/16
 Relinquished by: (Signature) [Signature] Date/Time: 11/21/16

Rev. 01/2015

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 14, 2016

RE: JOINT INTERGOVERNMENTAL SUPPORT FOR LOMR

The Village Board was requested by a local Grundy County resident if the Village would join other governmental entities in the support of creating a Letter of Map Revision (LOMR) in order to update the local Flood Insurance Rate Maps (FIRM) to mitigate the annual flood coverage required to be purchased by those properties within the flood plain. Annual flood coverage insurance, which is required for those residents within certain areas on the FIRMs, was formerly subsidized with federal contributions. In the past few years, this subsidy has begun to be curtailed in a federal government cost savings measure leaving those who reside within the flood areas to pick up 100% of the true cost for this extra insurance coverage after the subsidy is entirely repealed.

The Village of Coal City joined other Grundy governmental entities in support of an "Ike" planning grant, which revealed true data for what occurs within the local floodways rather than relying on the regular FIRM process which is highly dependent upon topography and is not necessarily reflective of true life conditions. Grundy County received the funding and completed the study. Figures 6,7, 10, & 11 of that 2014 study have been attached. The existing FIRM map for Coal City's industrial area had not even been surveyed for determination in 2013. Updating the existing FIRM information with true data via a LOMR is the next step to ensure those responsible for paying increased insurance premiums are those who are at risk for certain amounts of flooding.

Grundy County requested other agencies to collaborate in order to pay the expected bill for filing the LOMR. Grundy County shall remain the lead agency in the filing effort, but some of those entities which supported the intergovernmental effort in the past have pledged support again. The Village of Diamond is providing \$1,500 towards the effort and Claypool Drainage District decided upon a \$1,000 contribution towards the LOMR filing, which is estimated to cost \$10,000. A large portion of the Village's facility planning area is impacted by this revision. Matching Diamond's contribution of \$1,500 would assist Grundy County in completing the necessary filing.

The impact on Coal City will be felt by at least one residential unit at 165 N. Second Ave. These residents requested assistance from Coal City when the study was first conducted. The LOMR would remove this house from the flood plain and save them substantial insurance premiums. This unit is circled on one of the attachments – comparing the 165 N. 2nd Ave exhibit to Figure 7 shows how the flood area no longer extends westward towards this residence. Additionally, the

area to be developed with industrial development (along Reed Road) already has real-time data and can save the necessary costs of establishing what occurs during rain events and what must occur to properly store and retain drainage; this is a cost savings to those future developments as they complete their infrastructure plans.

When Claypool pledged its support at its 12/1 meeting, it placed conditions on its funding including the requirement of an intergovernmental agreement to be prepared memorializing the agreement amongst participating agencies as to their level of support. After Coal City's consideration, Grundy County shall begin creating an IGA.

Recommendation:

Offer support up to \$1,500 towards the LOMR filing and consider an intergovernmental agreement prepared by Grundy County concerning payment for this filing.

MINUTES OF DECEMBER 1, 2016 MEETING

ATRYN OFFICE: 117 W WASHINGTON, MORRIS, IL 60450

815-942-0701 grundylaw@gmail.com

COMMISSIONERS

JOE BROWN---TERRY BITNER—ROBERT KOERNER

www.claypooldrainage.com

December 1, 2016

A meeting of Commissioners Koerner, Bitner, and Brown was held at the Office of Joe Brown, Rte. 53, Wilmington, IL at 10 AM on this day. Notice of the meeting, with agenda, was posted in the Public Viewed window at the site of the meeting 48 hours prior to the meeting.

Present were Koerner, Bitner, and Brown. No other people attended.

Approval of the yearly letter of Credit with Centru Bank was discussed. Motion Bitner, second Brown along with Koerner, all approved the motion.

Discussion and approval of entering into an agreement with Grundy County (being the government entity to contract a submittal of a LOMR with an engineering firm) to participate monetarily occurred. It would be payable at the time of an approved inter-governmental agreement. Claypool will only participate with the written knowledge, and Grundy County agreement, that this will be a one time monetary offer for the LOMAR expenses. Grundy County will not request and Claypool would not expend any further additional funds due to unexpected cost in obtaining a LOMR for the entire Grundy County portion of Claypool and Maine Drainage Districts. Grundy County would further agree to expend any and all funds necessary to complete a LOMAR for the prescribed area. This entails all review and engineering and surveying as required by various governmental agencies that participate in a review for obtaining a LOMR.

The Commissioners discussed the conversations of the District Engineer in the process of obtaining a LOMR, have reviewed somewhat dubious claims by citizens of what the LOMR is expected to accomplish regarding flood insurance. Claypool makes no prediction of results and will offer a token participation of \$1,000 with stipulations to be included with the inter-governmental agreement.

Motion by Brown, second by Bitner, along with Koerner, all approved the motion. Meeting adjourned.

Attested minutes by Koerner, Bitner, Brown

MEMO

TO: Terry Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 14, 2016

**RE: PAYMENT FOR STREET IMPROVEMENTS FOR NON-MFT
PATCHING**

The Village Board authorized additional patching work to take place due to the unit price for asphalt within this year's street work bid. Ryan Hansen the Village Engineer, has provided an estimate for payment to D Construction for the completion of additional patching work in addition to the bid. The Village Board authorized an additional maximum of \$30,000 of roadwork to be completed with this funding. D completed \$25,833.95 of additional patching work.

Recommendation:

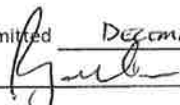
Authorize payment of \$25,833.95 to D Construction for the completion of asphalt patchwork within the 2016 Streets Project.

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 1 & Final Date 11/28/2016
 Payable to: D Construction, Inc.
1488 South Broadway
Coal City, IL 60450

Client Village of Coal City
515 South Broadwa, Coal City, IL 60416
 Project Village of Coal City
2016 MFT Maintenance
ADDITIONAL WORK

NO.	ITEMS	UNIT	AWARD		COMPLETED		
			QTY.	AMOUNT	QTY.	UNIT PRICE	TOTAL
1	HMA Patch, Type II	s.y.			88.1	\$89.50	\$ 7,884.95
2	HMA Patch, Type III	s.y.			56	\$72.50	\$ 4,060.00
3	HMA Patch, Type IV	s.y.			292.4	\$47.50	\$ 13,889.00
TOTAL				\$ -			\$ 25,833.95

Submitted December 2nd, 2016
 By 

CHAMLIN
 ASSOCIATES, INC.
 Peru & Morris Illinois

Total Value of Completed Work \$ 25,833.95
 Deduct 0% To Be Retained \$ -
 Balance on Completed Work \$ 25,833.95
 Prev. Pay. Made to Contractor \$ -
 Net Amt. Due - This Estimate \$ 25,833.95

MEMO

TO: Terry Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: December 14, 2016

RE: ACQUISITION OF AN ADDITIONAL PD SQUAD CAR

Chief Best is meeting with the Public Health & safety Committee to consider the purchase of a previously used squad car that remains available for purchase through Wednesday, December 14th. This purchase was not planned within this year's fiscal budget, however, Chief has been looking for ways of replacing an aging car within the fleet and discovered a high mileage car without many hours of operation.

The purpose of such a purchase is to remove any additional purchase within the FY18 budget cycle (which still has one car purchase payment scheduled). This would be an \$8-10,000 purchase and its expenditure would come from existing planned expenditures within the FY17 budget, i.e. its purchase would not result in the program expenditures being exceeded.

Chief will discuss this in committee and bring their recommendation forward.

Coal City Police Department
Weekly Summary of Activities
Thursday 11-24-16 – Wednesday 11-30-16

During this period, there were 49 calls for service, 20 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

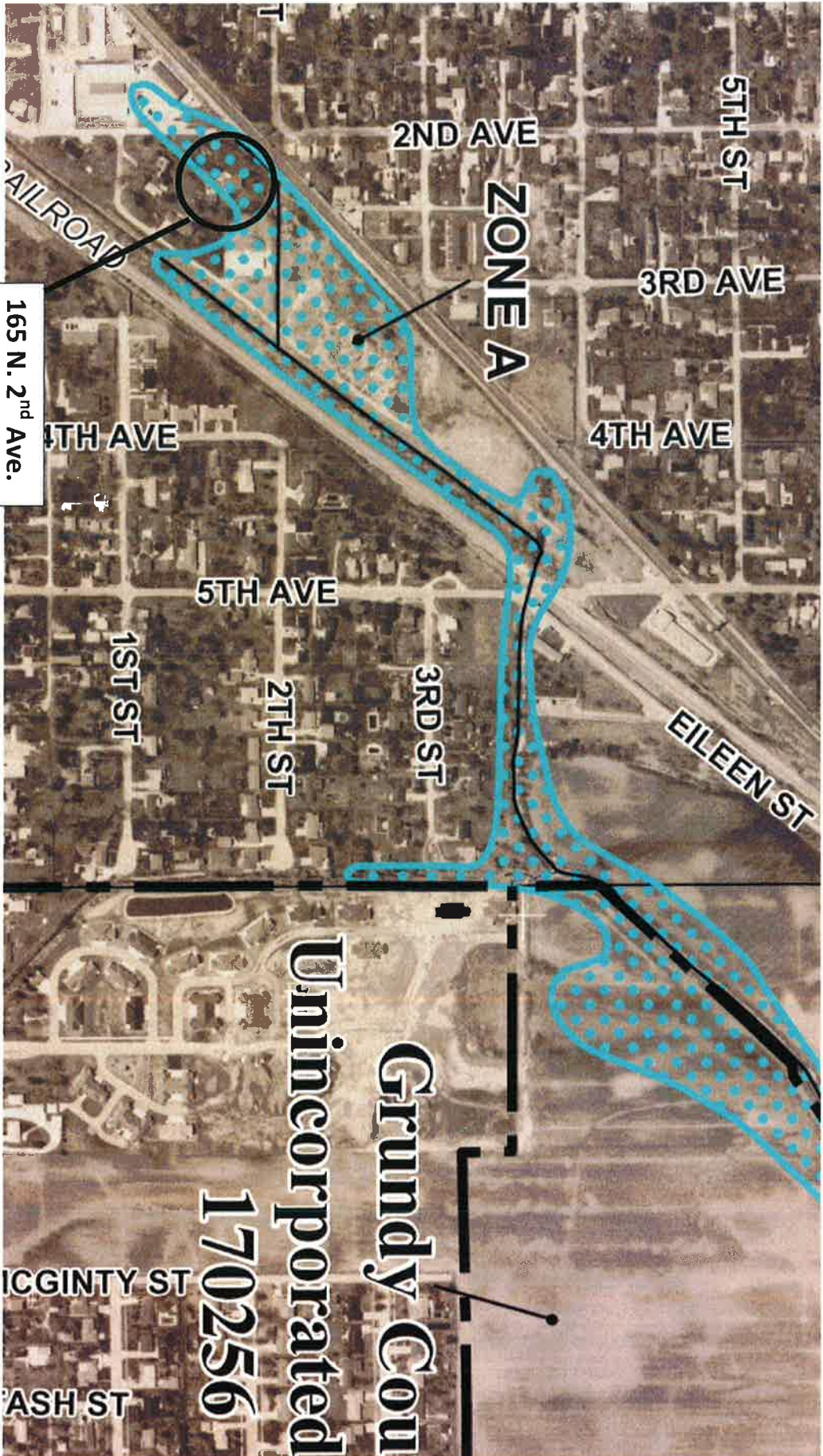
11-24-16 at 11:27 AM, Police responded to a Coal City business for a remove subject call. The complainant stated there was a male subject outside of the business asking for money and cigarettes. Police were advised he was waiting for a friend to pick him up but the friend never showed. Police provided him with a ride to his friend's residence.

11-28-16 at 12:30 PM, police responded to a Enrietta Dr. for a theft from a house under construction. Police found the rear garage door was forced open and the offenders went to the basement and cut all exposed copper pipping that was already installed. Police canvassed the area but no leads were obtained.

11-29-16 at 10:47 PM, Officers responded to an E. 2nd St. residence for a harassment by telephone report. The complainant played a voice mail stating the complainant owes him \$700.00 and he was willing to fight him for it. The complainant did not wish for police to contact the offender but did ask police for an extra-patrol of his residence.

Arrest Summary

Speeding	4
Expired Registration	1
No Valid Registration	1
Curfew Violation	2
Warrant	1
No Valid D.L.	1
Expired D.L.	1
Operating an Uninsured Motor Vehicle	1



5TH ST

2ND AVE

ZONE A

3RD AVE

RAILROAD

4TH AVE

4TH AVE

165 N. 2nd Ave.

5TH AVE

1ST ST

2TH ST

3RD ST

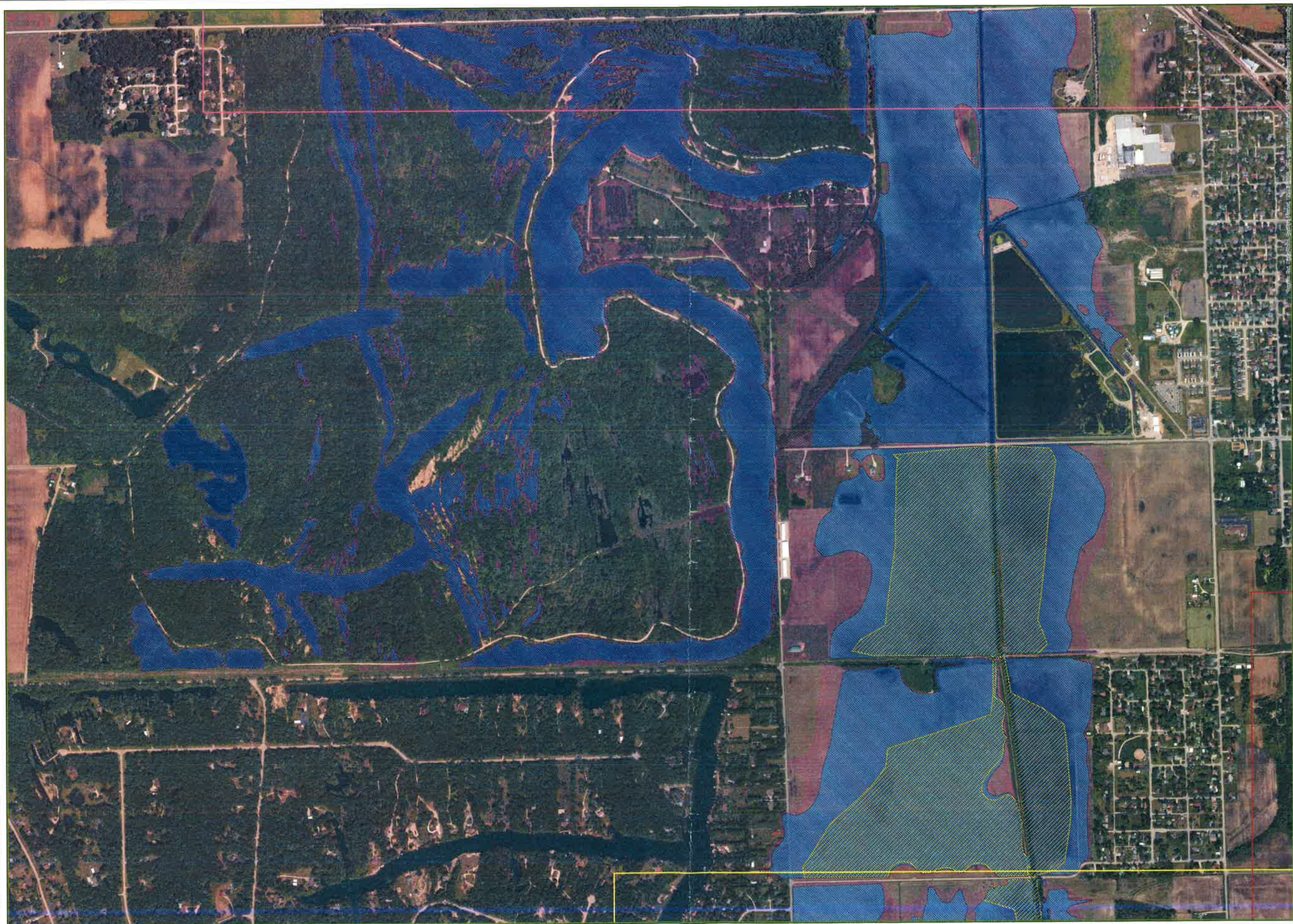
EILEEN ST

Unincorporated
Grundy County

170256

60 GINTY ST

ASH ST

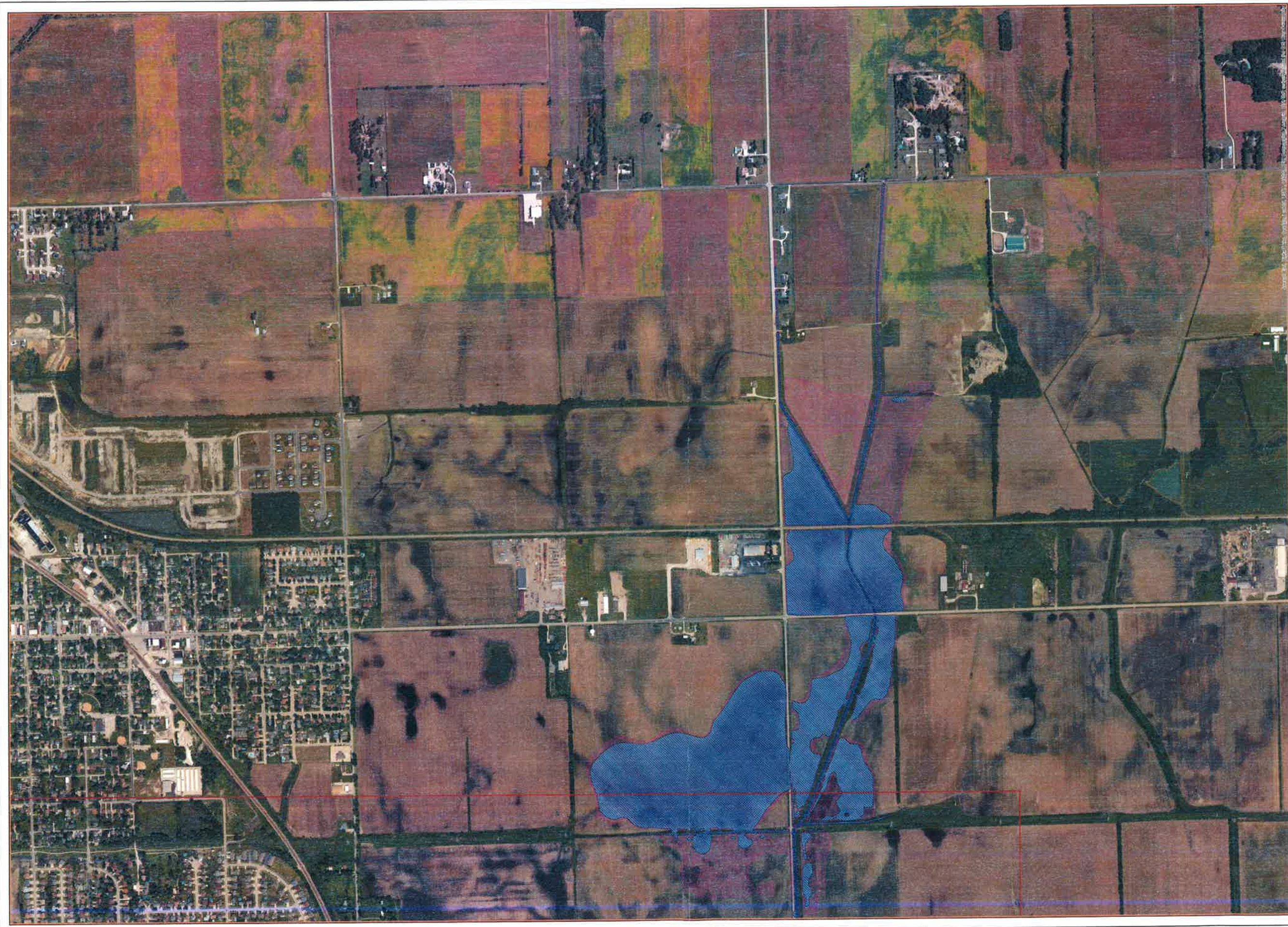


- EXPLANATION**
- 100-Year Base Flood Limits
 - 500-Year Base Flood Limits
 - Floodway
 - 100-Year Flood Estimated Depth of Flooding (FL)
 - High 11.50
 - Low 0.0



Trihydro
CORPORATION
1252 Commerce Drive
Laramie, WY 82070
www.trihydro.com
(P) 307/745-7474 (F) 307/745-7728

FIGURE 6
CLAYPOOL & MAINE TOWNSHIP BASE FLOOD LIMITS
CLAYPOOL & MAINE TOWNSHIP FLOOD STUDY
Drawn By: JDF | Checked By: GN | Scale: 1" = 500' | Date: 4/2/14 | File: FloodplainMappingPort.mxd



EXPLANATION

-  100-Year Base Flood Limits
-  500-Year Base Flood Limits
-  100-Year Flood Estimated Depth of Flooding (Ft.)
-  High - 11.50
-  Low - 0.0
-  Floodway



FIGURE 11

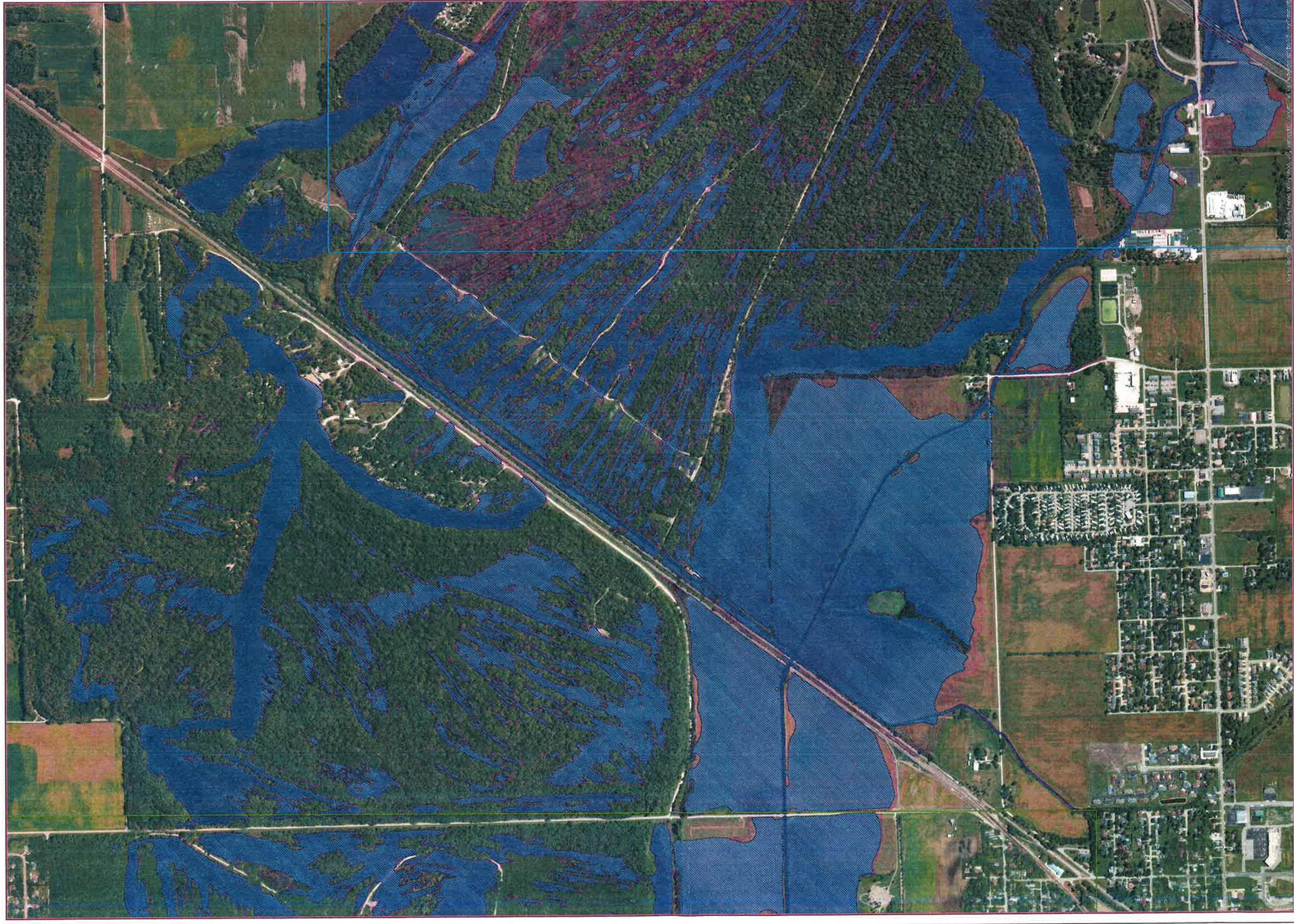
CLAYPOOL & MAINE TOWNSHIP BASE FLOOD LIMITS

CLAYPOOL & MAINE TOWNSHIP FLOOD STUDY



1252 Commerce Drive
Lewiston, ME 04203
(P) 307/765-7424 (F) 307/765-7728

Drawn By: JDF | Checked By: GN | Scale: 1" = 500' | Date: 4/2/14 | File: FloodplainMappingPort.mxd



EXPLANATION

-  100-Year Base Flood Limits
-  500-Year Base Flood Limits
-  Floodway

100-Year Flood Estimated Depth of Flooding (ft.)
 High 11.50
 Low 0.0



1250 Commerce Drive
 Laramie, WY 82070
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Drawn By: JDF Checked By: GN Scale: 1" = 500' Date: 4/2/14 File: FloodplainMappingPort.mxd

FIGURE 7

CLAYPOOL & MAINE TOWNSHIP BASE FLOOD LIMITS

CLAYPOOL & MAINE TOWNSHIP FLOOD STUDY

of small size. The community map repository should be consulted for possible updates or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to review the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or flood plain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or flood plain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the floodways were compiled at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

In the State of Illinois, any portion of a stream or watercourse that lies within the floodway fringe of a stream (AE) shall have a state regulated floodway. The FIRM may not depict these state regulated floodways.

Floodways restricted by anthropogenic features such as bridges and culverts are drawn to reflect natural conditions and may not agree with the model computed widths listed in the Floodway Data table in the Flood Insurance Study report.

Multiple topographic sources may have been used in the definition of Special Flood Hazard Areas. See Flood Insurance Study report for details on source resolution and geographic extent.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was Universal Transverse Mercator (UTM) zone 16. The horizontal datum was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services, NOAA, NNGS12
National Geodetic Survey SSMC-3, #3282
3215 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the United States Geological Survey. Digital orthorectified imagery with a spatial resolution of 0.5 meter ground sample distance was photogrammetrically compiled from aerial photography acquired during the leaf-off period of spring 2005.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The Special Flood Hazard Areas and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

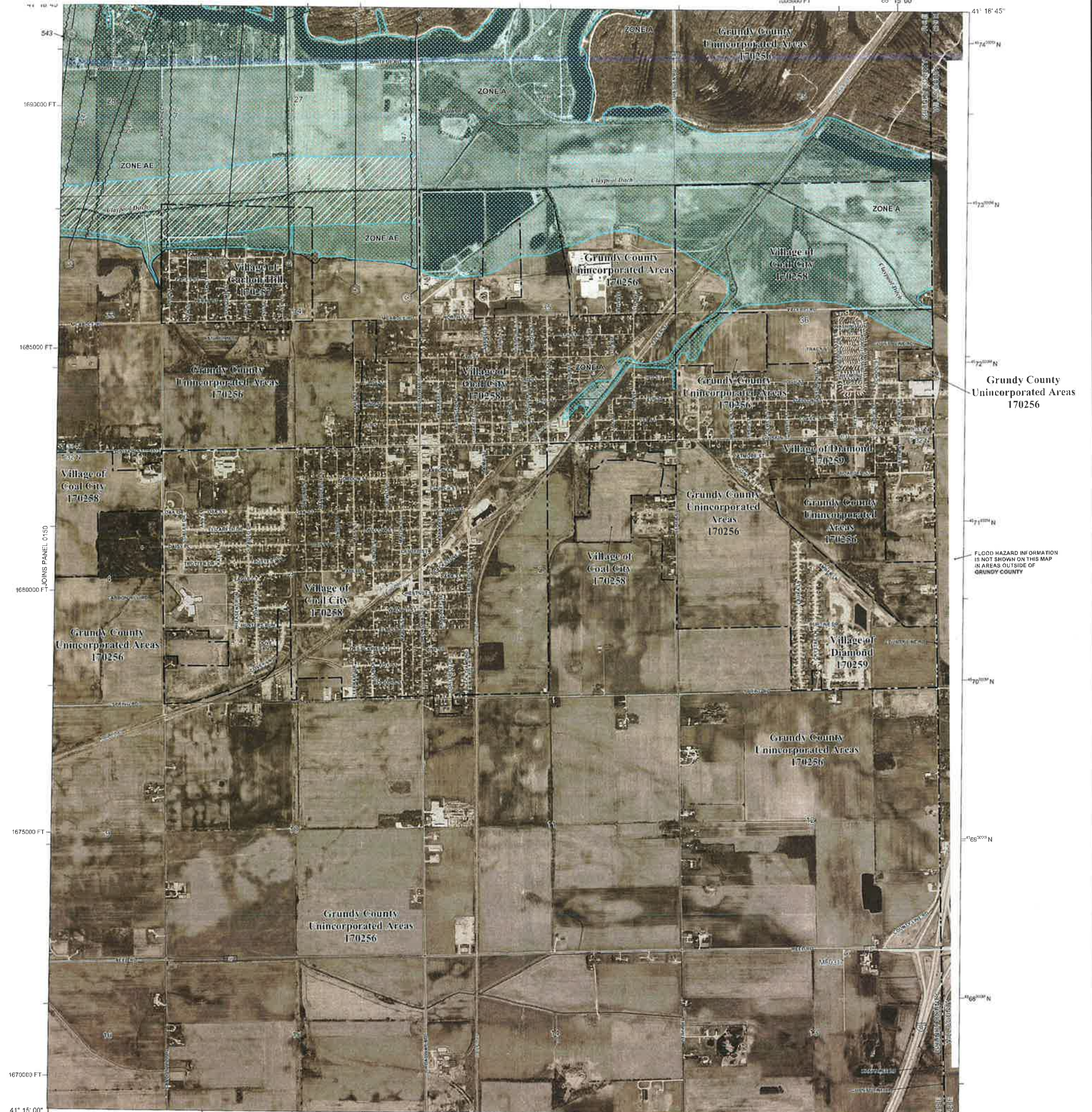
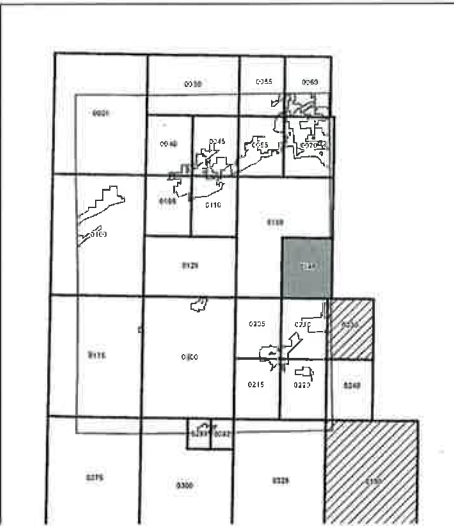
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels, community map repository addresses, and a listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FIRM visit the Map Service Center (MSC) website at data.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have questions about this map, how to order products or the National Flood Insurance Program in general, please call the FEMA Map Information eXchange (FMIX) at 1-877-FEMA-MAP (1-877-336-2827) or visit the FEMA website at <http://www.fema.gov/business/>

PANEL INDEX



The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equalled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, AV, X, Y, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A**: No Base Flood Elevations determined; Base Flood Elevations determined.
- ZONE AE**: Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AH**: Flood depths of 1 to 3 feet (usually areas of ponding); average depths determined; for areas of hazard from flooding, velocities also determined.
- ZONE AO**: Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently determined to be ineffective; areas not to be protected from the 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE AR**: Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE AV**: Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
- ZONE VE**: Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

- OTHER FLOOD AREAS**
- ZONE X**: Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- OTHER AREAS**
- ZONE D**: Areas determined to be outside the 0.2% annual chance floodplain; Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**
- OTHERWISE PROTECTED AREAS (OPAs)**
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

Map Repositories
Refer to Map Repository list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
AUGUST 2, 2012

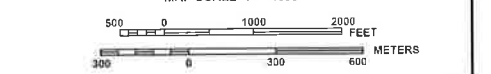
EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

MAP SCALE 1" = 1000'

500 0 1000 2000 FEET
300 0 300 600 METERS

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6520.



NFIP PANEL 0145F

FIRM

FLOOD INSURANCE RATE MAP
GRUNDY COUNTY,
ILLINOIS
AND INCORPORATED AREAS

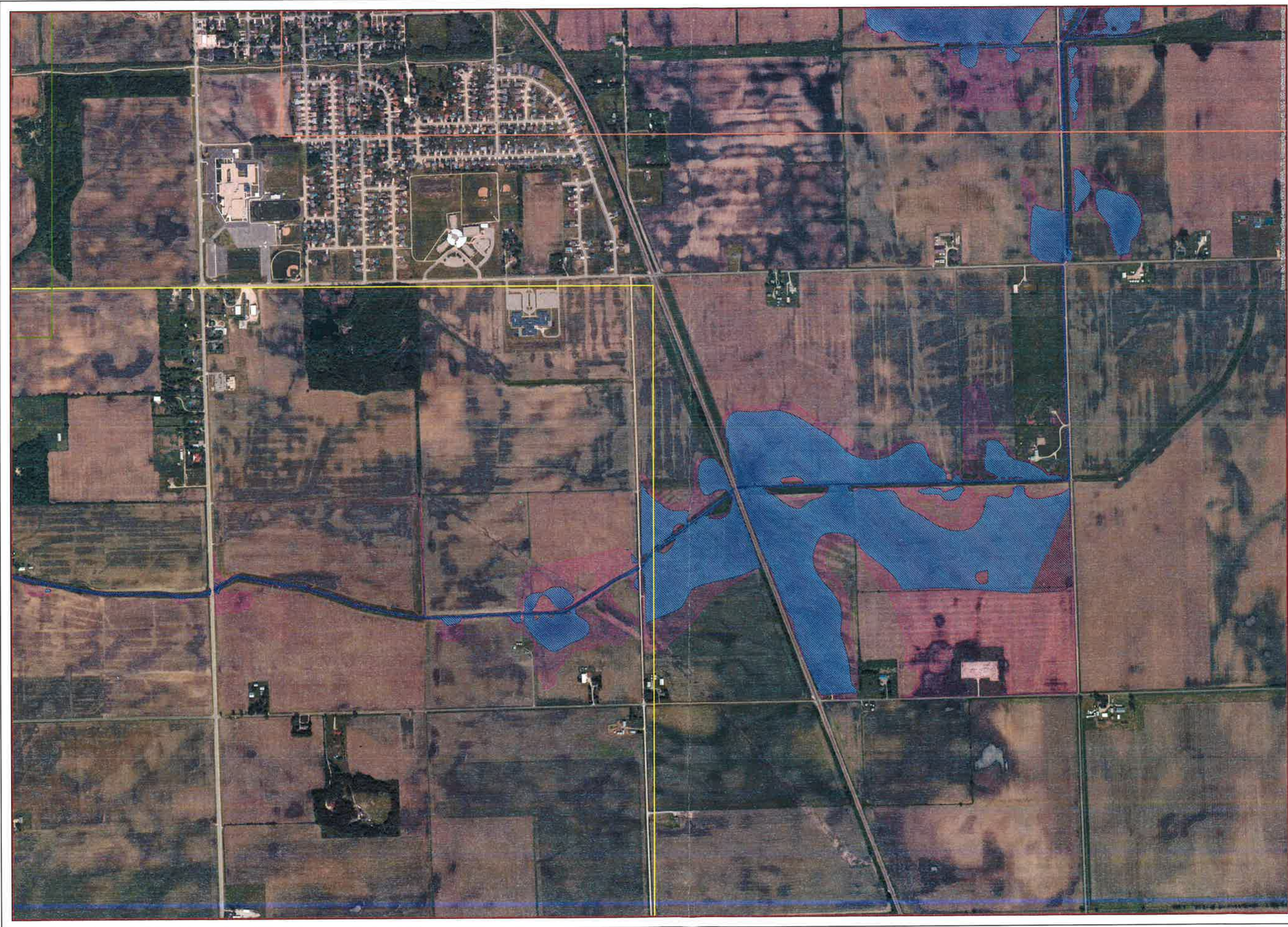
PANEL 145 OF 350
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SUFFIX
CARBON HILL, VILLAGE OF	170237	0145	F
COAL CITY, VILLAGE OF	170236	0145	F
DIAMOND, VILLAGE OF	170239	0145	F
GRUNDY COUNTY	170256	0145	F

MAP NUMBER
17063C0145F

EFFECTIVE DATE



- EXPLANATION**
- 100-Year Base Flood Limits
 - 500-Year Base Flood Limits
 - Floodway
 - 100-Year Flood Estimated Depth of Flooding (FL)
 - High - 11.50
 - Low - 0.0



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Drawn By: JDF Checked By: GN Scale: 1" = 500' Date: 4/2/14 File: FloodplainMappingPort.mxd

FIGURE 10
 CLAYPOOL & MAINE TOWNSHIP BASE FLOOD LIMITS

CLAYPOOL & MAINE TOWNSHIP FLOOD STUDY