

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JUNE 28, 2017
7 P.M.**

**COAL CITY VILLAGE HALL
515 S. BROADWAY, COAL CITY, ILLINOIS**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes June 14, 2018
4. Approval of Warrant List
5. Public Comment
6. Ordinance 17-19 Selling and Conveying a Portion of Public
Right-of-Way to Assumption Catholic Church
7. Ordinance 17-20 Conveying a Portion of Public Alley Adjacent to
The south side of 165 E. Church Street

8. Ordinance 17-21 Conveying a Portion of Public Right-of-Way
Adjacent to the east side of 175 E. Church Street
9. Ordinance 17-22 Conveying a Portion of Public Right-of-Way
Adjacent to the west side of 185 E. Church Street
10. Ordinance 17-23 Rezoning and Subdivision of 500 W. Daisy Place
11. Resolution 17-09 Updated Preliminary Plat and Final Plat
Meadow Estates Subdivision Phase IV
12. Resolution 17-10 Tentative Development Term Sheet with
Highfield Development
13. Resolution 17-11 Authorizing an Agreement Delaying Demolition
Enforcement Activities at 1225 E. North Street
14. Report of Mayor
15. Report of Trustees: S. Beach
 T. Bradley
 J. Wren
 D. Greggain
 R. Bradley
 N. Nelson
16. Report of Village Clerk
17. Report of Village Attorney
18. Report of Village Engineer
19. Report of Chief of Police
20. Report of Village Administrator
21. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 28, 2017

RE: SUBDIVISION AND REZONING OF PARCELS AT 500 W DAISY PL

The owners of the duplex located at 500 W. Daisy Place, represented by Rodney Baudino, requested a more restrictive zoning and subdivision of the duplex they own, which is located on the north side of Daisy, immediately west of the ComEd easement. Due to the Zoning Board of Appeals' recommendation, the petitioner is currently having a new survey prepared to provide additional square footage to the smaller lot being created within the subdivision. The purpose of this subdivision is to allow two individually-owned dwelling units that share one common wall. This is an allowable use within the requested RA-1 zoning, which is more restrictive than its currently allowed RM-1 zoning.

Conditions of the ordinance being prepared for this consideration include the installation of new water taps to provide individual services, fire proofing along the common wall, and the installation of additional sidewalk and a new driveway on the flag lot to be created to provide frontage for the rear duplex dwelling unit.

A public hearing was conducted concerning this request and no one appeared in addition to the petitioner to speak for/against the project. The ZBA considered the request, placed conditions upon its approval, which required improvement to the subdivided properties and recommended it for approval. Although becoming compliant with the RA-1 code shall be costly, the resulting requirements shall improve the housing stock.

The petitioner is revising the survey. Upon submission of the new survey, it shall be appended to the necessary ordinance and distributed.

Recommendation:

Adopt Ordinance No. _____: Re-zoning and subdividing the residential lot commonly referred to as 500 W Daisy Place.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: LOWANDA KAIL & RODNEY BAUDINO

Address: P.O. BOX 100
906 PRIMROSE LANE, MAZON, ILLINOIS Phone number: 815-674-2583

Owner represented by: Self Attorney

Contract purchaser _____ Other agent _____

Agents name _____ Phone number: _____

Address: _____

Existing zoning: RM-1 Use of surrounding properties: North RM-1 South RS-3

East RS-3 West RM-1

What zoning change or variance: (specify) SUBDIVISION RESULTING IN A
LOT WITHOUT STREET FRONTAGE & AN ADDITIONAL
LOT WITH A REAR LOT OF 12.47'

To allow what use SUBDIVIDING OF DUPLEX

Tax number of subject property: 09-03-178-010

Common address of property: 500 W. DAISY PLACE, COAL CITY, IL 60416

Parcel dimensions: 123.69' X 133.75' X 123.83' X 133.75' Lot area (sq. ft.) 16,553

Street frontage _____

Legal description LOT 41 IN MAR-LEEN SUBDIVISION, BEING A SUBDIVISION
OF PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 32
NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER
PLAT RECORDED IN PLAT CABINET F AT PAGE F-29 AS DOCUMENT
256536 IN GRUNDY COUNTY, ILLINOIS.

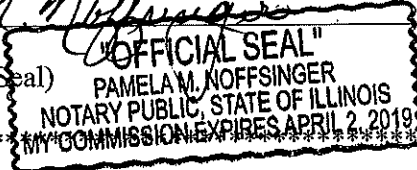
In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

Rodney Baudin, being first duly sworn, on oath deposes and says,
Applicant's Name

that all of the above statements and the statements contained in the documents submitted herewith are true.

Subscribed and sworn before me on this 19 day of May, 20 17.

Pamela M. Noffsinger
Notary Public (Seal) 

Rodney Baudin
Signature of Owner

You may attach additional pages, if needed, to support the documentation of application.

Please note the number of pages attached. 1

FOR OFFICE USE ONLY

Case number	<u>ZA-281</u>	Location of hearing
Filing date	<u>May 19, 2017</u>	Village Hall
Hearing date	<u>June 19, 2017</u>	515 South Broadway
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	

Answers to Table 25:

- (1) This duplex was built perpendicular to the street because of the 50' Commonwealth Edison Easement on the east side of the lot.
- (2) The owner of this property is the only party with any interest in this property.
- (3) The proposed variance is necessary in order to be able to sell each side to individual buyers. Without the variance, the property would have to be sold as a commercial property or continue to be rented to individual tenants.
- (4) There are many other duplexes in the area which have individual owners on each side.
- (5) Failure to pass the variance will not allow the owner applicant the ability to sell each duplex side to individual buyers.
- (6) Granting the variation would allow the owner applicant to convert the duplex from a rental property to an owner occupied property on each side. In general, owners would take better care of the property. The assessed value of each side would increase and the county and village would benefit from higher real estate taxes.

- (7) Only minimal variation is required to allow individual ownership on each side of the duplex. These include one additional B-Box and a second driveway.

Prepared by: Rodney Baudino
RODNEY BAUDINO

Date: June 15, 2017



PLAT OF SURVEY

MORRISON SURVEYING CO., INC.

2710 N IL Rt 47, Morris, Illinois 60460
Phone (815) 942-2620 of FAX (815) 941-2620



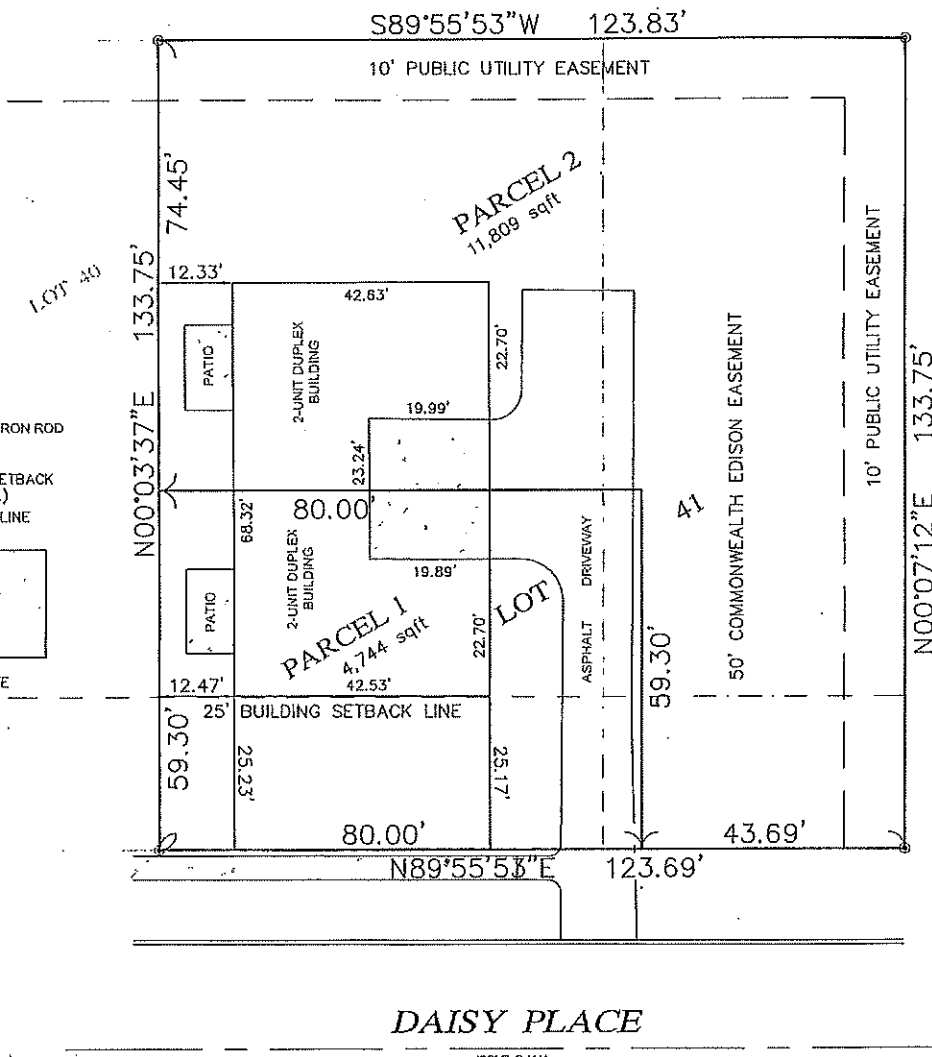
BEARINGS BASED ON
RECORDED PLAT OF
SUBDIVISION

PARCEL 1: THE SOUTH 59.30 FEET OF THE WEST 80.00 FEET OF LOT 41 IN MAR-LEEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT CABINET F AT PAGE F-29 AS DOCUMENT 256536 IN GRUNDY COUNTY, ILLINOIS.

PARCEL 2: LOT 41 (EXCEPT THE SOUTH 59.30 FEET OF THE WEST 80.00 FEET), IN MAR-LEEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN PLAT CABINET F AT PAGE F-29 AS DOCUMENT 256536 IN GRUNDY COUNTY, ILLINOIS.

LEGEND

- ⊙ IRON PIPE / IRON ROD
- x — FENCE LINE
- - - - BUILDING SETBACK LINE (B.S.L.)
- - - - EASEMENT LINE
- ASPHALT
- CONCRETE



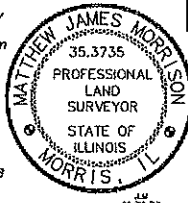
DAISY PLACE

(68' R.O.W.)

State of Illinois } s.s.
County of Grundy }

We, MORRISON SURVEYING CO INC., (PDF License #184-003915) do hereby certify that we have surveyed the property described in the caption to the plat hereon drawn and that this professional service conforms to the current Illinois minimum standards for a boundary survey. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees Fahrenheit. Dimensions shown on buildings are to the outside of buildings. Given under my hand and seal at Morris, Illinois. Date: 06/15/2017

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3735 License Expires 11/30/18



Scale 1" = 20'

Compare All Dimensions Before Building And Report Any Discrepancies At Once. For Building Lines, Easements and other restrictions not shown hereon refer to your Deed, Title Policy, Zoning ordinance, ETC...

ORDERED BY: RODNEY BAUDINO

SCALE: 1" = 20' ORDER NO. 4316

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 28, 2017

**RE: UPDATED PRELIMINARY PLAT APPROVAL & FINAL PLAT
APPROVAL FOR PHASE 4 OF MEADOW ESTATES**

Mark Scaggs, the developer of Meadow Estates subdivision, would like to start developing 10 additional lots within Meadow Estates. Previously, in 2006, the Planning & Zoning Board provided a positive recommendation which was approved by the Village Board for a Preliminary Plat for the entire subdivision. At this time, the subdivision was annexed and provided zoning within the Village. Initially, Meadow Estates' second phase was to be a 50-lot improvement, but the developer would like to broke this portion into smaller phases allowing him to post less public improvement bonds and construct more houses. Mark Scaggs is not asking for any relief from the Village code, he would like to bring the next 10 lots forward to final plat that had previously been anticipated to be part of a larger phase.

Attached to the Resolution is the Final Plat for Phase Four to be recorded upon positive Village support for the Resolution. After the Final Plat has been authorized for signature, the Village Engineer shall review the engineering plans for the proposed infrastructure (roads, curb and gutter, street lights, and storm collection) along with the Engineer's Estimate of Probable Construction Cost (EEOPC) to set the proper security.

Judgement of the Final Plat proposal is a bit different than consideration of variances. Subdivision standards are set forth in Section 155 of the Code. This subdivision received its Preliminary Plat approval back in 2006 with the enclosed Plat. Final Plat is supposed to follow within one year's time. Since the Final Plat in this case is separated by so much time and the intended phasing of the improvements has significantly changed, Scaggs' petition requested a review of the Preliminary Plat and to be allowed to step forward to Final Plat on 10 new properties along Short Drive that shall become Phase Four if he receives Final Plat Approval.

The Planning & Zoning Board considered this request at its June 19th meeting and unanimously recommended its approval.

Recommendation:

Adopt Resolution No. ____: Updating the Preliminary Plat for Meadow Estates and Providing Final Plat Approval of Phase Four.

RESOLUTION NO. _____

**A RESOLUTION UPDATING THE PRELIMINARY PLAT PREVIOUSLY APPROVED
FOR MEADOW ESTATES AND PROVIDING FOR
FINAL PLAT APPROVAL FOR PHASE FOUR OF MEADOW ESTATES**

WHEREAS, the Village Board adopted Resolution 06-02 on February 13, 2006 approving the Preliminary Plat for Meadow Estates subdivision with 94 total lots, including 19 multi-family dwellings, one commercial outlot and the remaining lots to be utilized for detached single-family dwelling units; and

WHEREAS, the Village's Engineer, Chamlin & Associates, approved the First Phase Final Plat on October 16, 2006 after amending the preliminary plat to move the location of the park property and changed a majority of the multi-family dwellings into single-family detached units; and

WHEREAS, the developer of the subdivision, Scaggs Construction, Inc. desired to update the existing Preliminary Plat to properly reflect the intended future phasing of construction within the subdivision whereby the remaining 50 residential lots shall be constructed utilizing four additional phases in order to properly construct and complete all of the requisite public improvements; and

WHEREAS, Mark Scaggs petitioned the Zoning Board of Appeals on behalf of Scaggs Construction, Inc. to request final Plat Approval for Phase Four of the subdivision to allow the construction of single-family detached residential units of lots 7, 8, 9, 10, 11, 12, 13, 39, 40, and 41; and

WHEREAS, the Zoning Board of Appeals reviewed the May 17, 2017 petition for preliminary and final plat approvals for the subdivision that received proper public notice within the May 24, 2017 edition of the Coal City Courant and conducted a public hearing on the matter at its meeting of June 19, 2017; and

WHEREAS, the Zoning Board of Appeals unanimously recommended the adoption of the updated Preliminary Plat and the Phase 4 Final Plat as presented at its June 19, 2017 Meeting to the Village Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS AS FOLLOWS:

1. That the above recitals are hereby incorporated into the body of this Resolution and restated as set forth herein.

**A RESOLUTION UPDATING THE PRELIMINARY PLAT PREVIOUSLY APPROVED FOR MEADOW
ESTATES AND PROVIDING FOR
FINAL PLAT APPROVAL FOR PHASE FOUR OF MEADOW ESTATES**

2. The Preliminary Plat for Meadow Estates is updated and approved as presented in Attachment A setting forth additional phases that shall require Scaggs Construction, Inc. to properly fund, and construct public improvements according to the standards set forth in the Coal City Village Code. No certificate of occupancy shall be issued within future phases until proper installation of all public improvements have been installed to the satisfaction of the Village of Coal City and/or its representative(s).

3. Final Plat Approval for Phase 4 of Meadow Estates is provided according to the depiction attached hereto as Attachment B and must be recorded by Scaggs Construction, Inc. at the Grundy County Recorder's Office according to the standards set forth within the Village Code.

SO RESOLVED this 28th day of June, 2017, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

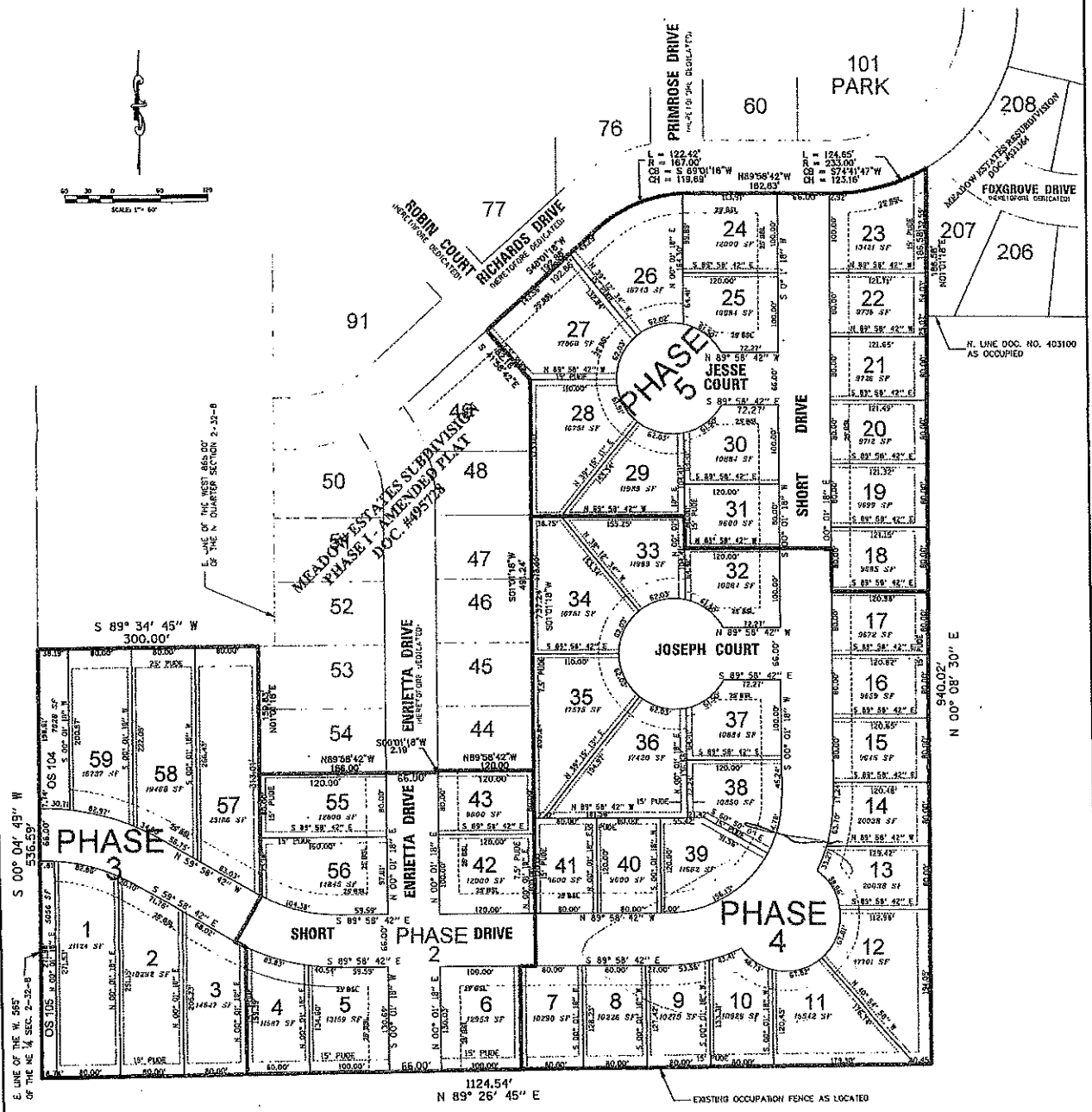
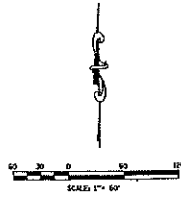
Pamela M. Noffsinger, Clerk

ATTACHMENT A

Updated Preliminary Plat for Phases 2-5 of Meadow Estates Subdivision

PRELIMINARY PLAT OF MEADOW ESTATES SUBDIVISION PHASES 2, 3, 4 & 5

A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN GRUNDY COUNTY, ILLINOIS.



SHEET 1 OF 1

ROGINA
ENGINEERS & SURVEYORS, L.L.C.
1125 Channahon Road, Suite 2000, Moline, IL 61702-0777 Fax 313/725-4741
Professional Survey Firm License No. 184-006613 - Exp. 12/31/21

R428.05

ATTACHMENT B

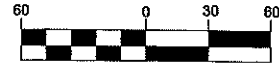
Meadow Estates, Phase 4 Final Plat

PRELIMINARY UTILITY LAYOUT

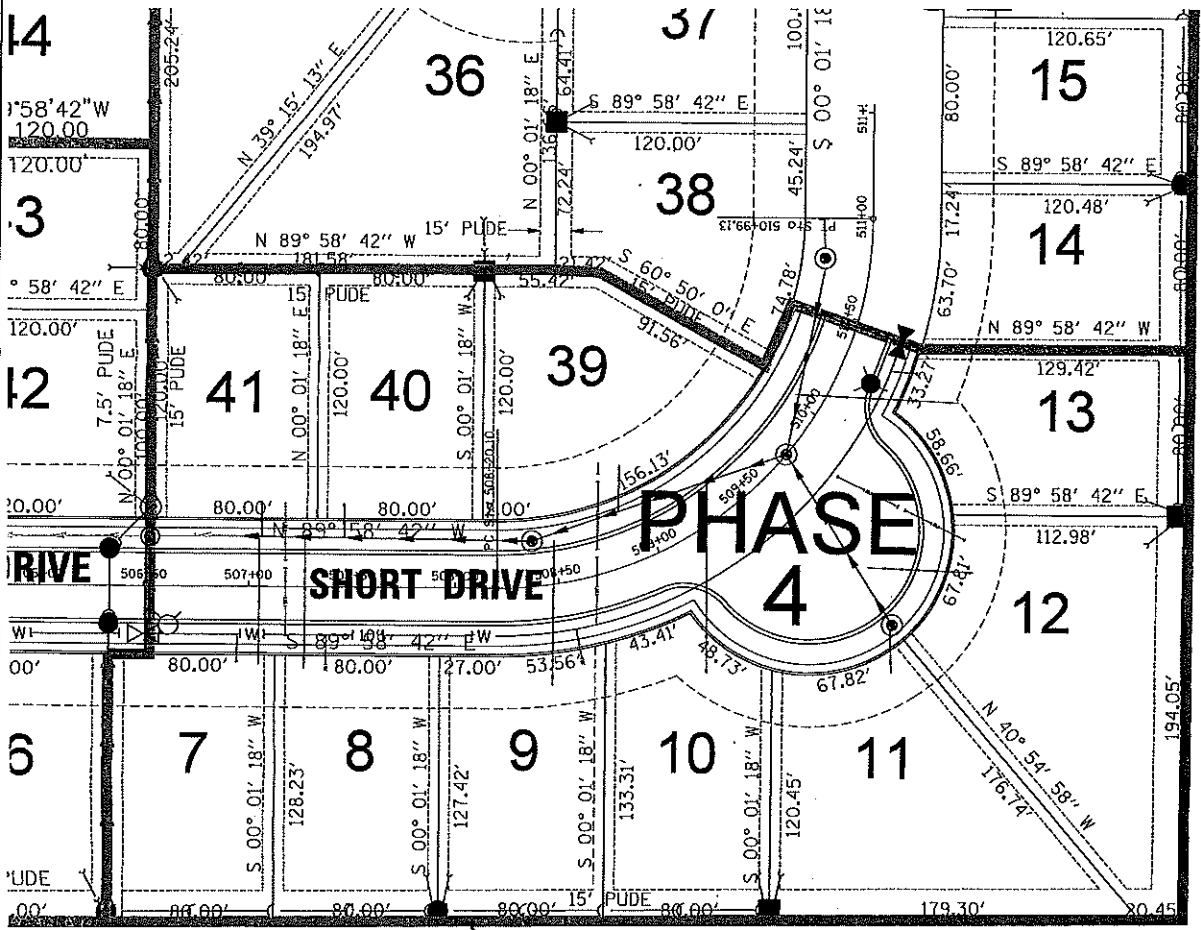
DRAFT



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.



4.54'
6' 45" E

EXISTING OCCUPATION FENCE AS LOCATED

MEADOW ESTATES PHASE 4

SCALE: 1" = 20' FIELDWORK DATE: 07-31-14 REVISED FIELDWORK DATE: DRAWN BY: J.C.C.

ROGINA
ENGINEERS & SURVEYORS, L.L.C.
93 Caterpillar Drive Joliet, Illinois 815/729-0777 FAX 815/729-0782
Professional Design Firm License No. 184-006843 - Exp. 4/30/2015

SCAGGS CONSTRUCTION

FILE NO: R428.05

F.B.
PAGE

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 28, 2017

RE: TENTATIVE DEVELOPMENT TERM SHEET WITH HIGHFIELD DEVELOPMENT

The Village of Coal City has been provided tentative terms by which the Coal City Inland Logistics Park at the southwest corner of Reed & Broadway, would utilize development services of the Highfield Investment Group to market and develop its industrial park, which provides Union Pacific manifest freight services. The conditions provided within this Tentative Term Sheet set forth expectations, but do not require obligations from either side at this time. There is currently not an end user for the industrial park, but arriving at these tentative terms allows Highfield to move forward and find end users to fill the available land within the park. Furthermore, these terms shall be utilized as both parties, i.e. Highfield and the Village of Coal City, get to work on a redevelopment agreement that bind both parties to ensure any requirements are set within an agreement to be adopted at a future date.

Although there are no end users lined up for the park at this time, the existence of the UP Railroad spur continues to drive interest. Highfield shall provide a means by which end users shall enter into an agreement with the land owners to purchase the necessary land to locate within Coal City.

This evening's Resolution is a first step in making industrial property even more attractive for development at the Coal City industrial park. It builds upon the existing agreements that have been recorded along with the land obligating the land owners to pay for certain improvements according to the obligations set forth in order to release development bonds for past improvements.

These terms were reached through careful consideration by the Village's development negotiation team, including Corporation Counsel, a Financial Advisor, and TIF Consultant. The same group is expected to meet with Highfield in order to reach final terms to be contained within a Redevelopment Agreement for the area.

Recommendation:

Adopt Resolution No. ____: Setting Forth a Term Sheet for Future Development at the Coal City Inland Logistics Park.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION APPROVING A TERM SHEET RELATING TO THE INDUSTRIAL
DEVELOPMENT OF APPROXIMATELY 240 ACRES LOCATED NEAR THE
INTERSECTION OF REED AND BROADWAY ROADS AND ECONOMIC
INCENTIVES RELATED THERETO**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

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

on _____, 2017

RESOLUTION NO. _____

A RESOLUTION APPROVING A TERM SHEET RELATING TO THE INDUSTRIAL DEVELOPMENT OF APPROXIMATELY 240 ACRES LOCATED NEAR THE INTERSECTION OF REED AND BROADWAY ROADS AND ECONOMIC INCENTIVES RELATED THERETO

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, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the Village may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, the Village has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues or from other Village revenues; and

WHEREAS, the Village approved a Tax Increment Financing Redevelopment Plan and Projects (the “Plan”), designated a Redevelopment Project Area and adopted Tax Increment Financing as provided under the Act for the Coal City TIF District (the “TIF District ”) on January 10, 2011; and

WHEREAS, included in the Redevelopment Project Area is approximately 240 acres of

undeveloped property near the intersection of Reed Road and Broadway in the Village of Coal City, Illinois (the “Property”) under contract for purchase by Highfield Investment Group, or one or more entities controlled by Highfield Investment Group (cumulatively, the “Developer”); and

WHEREAS, Developer is desirous of acquiring the Property in stages and eventually develop an approximately 1.4 million square foot industrial, rail-served distribution facility across four newly constructed buildings (the “Project”); and

WHEREAS, the Village finds that the Project is consistent with and in furtherance of the Village’s economic development objectives of transforming underutilized properties into higher and more productive uses, creating public-private partnerships to foster private investment, create jobs, increase property tax revenues, spur further development in the area and diversify the Village’s economic base; and

WHEREAS, the Corporate Authorities find that the Project and the Village’s negotiation of an economic incentive package related thereto is for a proper public purposes and is advisable, necessary and in the best interests of the Village’s public health, safety and welfare; and

WHEREAS, it is in the Village’s interest to set forth general terms on which the parties may negotiate a redevelopment agreement pertaining to the Property; and

WHEREAS, the Village has negotiated a non-binding term sheet, attached hereto as Exhibit A and, by this reference, incorporated as though fully set forth herein (the “Term Sheet”), that summarizes certain business terms to be further negotiated by and between the Village and Developer; and

WHEREAS, the Term Sheet shall serve as a basis for negotiation of a possible mutually acceptable redevelopment agreement between the Village and Developer for the development of the Property with the Project and economic incentives related thereto; and

WHEREAS, the Village’s intention in approving the Term Sheet is to set forth a nonbinding framework and general terms for the parties to negotiate diligently and in good faith

on the matters addressed in the Term Sheet and on such other matters related to the framework as the parties may deem necessary and, as such, the Term Sheet is nonbinding; and

WHEREAS, the Term Sheet is to set out the general parameters of the anticipated agreement between the parties, but does not restrict the parties from negotiating outcomes inconsistent with the Term Sheet or to negotiate on other issues not referenced in the Term Sheet; and

WHEREAS, the Village hereby finds and determines that it is in the best interest of its citizens to approve the Term Sheet and to authorize and direct the Mayor, Village Administrator, Village Attorney, TIF Counsel, financial advisor and such other and further Village officials or consultants as may be necessary or convenient to such negotiations (cumulatively, the “Negotiating Team”) to negotiate, for Village Board review and approval, the redevelopment agreement contemplated therein.

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. TERM SHEET.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Term Sheet to Developer and further authorize and direct the Negotiating Team to negotiate, for Village Board review and approval, the redevelopment agreement contemplated in the Term Sheet.

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 _____, 2017, 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

TERM SHEET

[Attached on following pages]

4846-1539-1051, v. 1

Highwood Development/Coal City, Illinois

TERM SHEET

June 22, 2017

1. Developer:

Highfield Investment Group, or one or more entities controlled by Highfield Investment Group (collectively the “Developer”) intends to redevelop the land consisting of approximately 240 acres located near the intersection of Reed Rd and Broadway in the Village of Coal City, Illinois (the “Property”). The Property will be developed as an approximately 1.4 million square foot industrial and distribution facility (the “Project”).

2. Developer State of Organization:

One or more entities will be formed to undertake the Project. Each entity will be in good standing with the State of Illinois.

3. Developer Address:

Highfield Investment Group
Unit 18, 11410 27th Street SE
Calgary, AB Canada
Attn: Adrian Munro
403-723-9103
Fax: 403-723-2109
Email: AMunro@Highfieldig.ca

Highwood Development LLC
1900 Chestnut Avenue – Suite 408
Glenview, Illinois 60025
Attn: Mr. Jerry Pientka

4. Project:

It is anticipated that the Project will be developed in two phases (individually, a “Phase” and collectively the “Phases”) as follows:

- Phase I – Two buildings consisting of 330,000 square feet and 297,000 square feet of industrial/distribution space to be built 2018 and 2019
- Phase II – Two buildings consisting of 420,000 and 385,000 square feet of industrial/distribution space to be built in 2019 and 2020.

Developer will undertake redevelopment of the Property including acquisition and site assembly, demolition, site analysis, environmental remediation, other site preparation, and the construction of the industrial and distribution facilities, other improvements required for the operation of the

industrial park, parking lot lighting, landscaping improvements, and other site improvements. The result will be a Project that ameliorates the blighting characteristics of the Property, improves the Property's appearance, and places the Property into active use. Additionally, the Developer will design, permit, and construct (i) off-site road, water, and sanitary line improvements and (ii) on-site road, rail, water, sanitary line, and storm water detention improvements required to serve the Project.

5. Village Financing:

The Village or its designated issuing agency (collectively defined as the 'Village') shall issue a one or more series of TIF Revenue Notes (the "Notes") in a principal amount of \$8.9 million supported from the following pledges:

- 80% of the ad valorem taxes which are allocated to and when collected are paid to the Treasurer of the Village for deposit by the Treasurer into the TIF District and which are attributable to the taxes levied on the Property ("Available Incremental Property Taxes")

The Note shall be issued as follows:

A. Note (Tax-Exempt) – Phase I. The Village will issue a parity tax-exempt note (the "Tax-Exempt Note") to Developer upon completion of Phase I (the "Issuance Date") in an aggregate initial principal amount equal to the amount of the eligible costs as delineated in the TIF Eligible Costs under the Act which have been incurred by the Developer by the Issuance Date up to a maximum principal amount of \$2,900,000, as evidenced by a certificate provided by the Developer and approved by the Village substantiating as much ("Certificate of Expenditure"). After the initial issuance of the Tax-Exempt Note, if the principal balance of the Taxable Note is less than \$2,900,000, then the principal balance of the Tax-Exempt Note will be increased when the Village issues additional Certificate(s) of Expenditure, up to a maximum of \$2,900,000. Eligible costs will be certified by the Developer to, and approved by, the Village on the Issuance Date and on a quarterly basis thereafter. Interest on the Tax-Exempt Note will accrue upon issuance at a rate equal to the median value of the uninsured 20-year BAA G.O. Bond Index as published by Thompson Reuters MMD plus 275 basis points (the "Tax-Exempt Note Interest Rate") and will compound semi-annually. The Tax-Exempt Note will begin to accrue interest and payments will begin to be made upon issuance. The Tax-Exempt Note will have a first lien on the Available Incremental Property Taxes. The Village may not prepay the Tax-Exempt Note for a period of 5-years at any time without the Developer's consent.

Note (Taxable) – Phase I. The Village will issue a taxable note (the "Taxable Note") to Developer upon completion of Phase I (the "Issuance Date") in an aggregate initial principal amount equal to the amount of the eligible costs as delineated in the TIF Eligible Costs under the Act which have been incurred by the Developer by the Issuance Date up to a maximum principal amount of \$700,000, as evidenced by a certificate provided by the Developer and approved by the Village substantiating as much ("Certificate of Expenditure"). After the initial issuance of the Taxable Note, if the principal balance of the Taxable Note is less than \$700,000, then the principal

balance of the Taxable Note will be increased when the Village issues additional Certificate(s) of Expenditure, up to a maximum of \$700,000. Eligible costs will be certified by the Developer to, and approved by, the Village on the Issuance Date and on a quarterly basis thereafter. Interest on the Taxable Note will accrue upon issuance at a rate equal to the median value of the BBB corporate bond index as published by Bloomberg plus 275 basis points (the "Taxable Note Interest Rate") and will compound semi-annually. The Taxable Note will begin to accrue interest and payments will begin to be made upon issuance. The Taxable Note will have a second lien on the Available Incremental Property Taxes.

Note (Tax-Exempt) – Phase II. The Village will issue a parity Tax-Exempt Note to Developer upon completion of Phase II (the "Issuance Date") in an aggregate initial principal amount equal to the amount of the eligible costs as delineated in the TIF Eligible Costs under the Act which have been incurred by the Developer by the Issuance Date up to a maximum principal amount of \$3,800,000, as evidenced by a Certificate of Expenditure. After the initial issuance of the Tax-Exempt Note, if the principal balance of the Taxable Note is less than \$3,800,000, then the principal balance of the Tax-Exempt Note will be increased when the Village issues additional Certificate(s) of Expenditure, up to a maximum of \$3,800,000. Eligible costs will be certified by the Developer to, and approved by, the Village on the Issuance Date and on a quarterly basis thereafter. Interest on the Tax-Exempt Note will accrue upon issuance at a rate equal to the Tax-Exempt Note Interest Rate and will compound semi-annually. The Tax-Exempt Note will begin to accrue interest and payments will begin to be made upon issuance. The Tax-Exempt Note will have a parity first lien along with the Phase I Tax-Exempt Note Available Incremental Property Taxes. The Village may not prepay the Tax-Exempt Note for a period of 5-years at any time without the Developer's consent.

Note (Taxable) – Phase II. The Village will issue a Taxable Note to Developer upon completion of Phase II (the "Issuance Date") in an aggregate initial principal amount equal to the amount of the eligible costs as delineated in the TIF Eligible Costs under the Act which have been incurred by the Developer by the Issuance Date up to a maximum principal amount of \$900,000, as evidenced by a Certificate of Expenditure. After the initial issuance of the Taxable Note, if the principal balance of the Taxable Note is less than \$900,000, then the principal balance of the Taxable Note will be increased when the Village issues additional Certificate(s) of Expenditure, up to a maximum of \$900,000. Eligible costs will be certified by the Developer to, and approved by, the Village on the Issuance Date and on a quarterly basis thereafter. Interest on the Taxable Note will accrue upon issuance at a rate equal the Taxable Note Interest Rate and will compound semi-annually. The Taxable Note will begin to accrue interest and payments will begin to be made upon issuance. The Taxable Note will have a parity second lien along with the Phase I Taxable Note on the Available Incremental Property Taxes.

B. Assignment of Notes. All Notes may be (i) assigned or pledged as collateral to any senior lender holding the Notes, or, (ii) sold or assigned to a sophisticated investor. Notwithstanding the foregoing, the Developer may transfer the Notes at any time to (i) any entity controlling, controlled by or under common control with Developer or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in Developer.

6. Reimbursement of TIF Eligible Costs:

The Village will reimburse Developer for costs which are eligible for reimbursement under the TIF Act in the amount of up to \$8.3 million.

Developer shall advance (or in certain cases, may have already advanced) all funds and all costs necessary: (i) to redevelop the Property; and (ii) to undertake other matters and costs eligible for reimbursement under the TIF Act. To establish its right of reimbursement, Developer shall submit to the Village such documentation as may be reasonably requested by the Village (including but not limited to lien waivers, cancelled checks, paid invoices, etc.) verifying: (a) the costs Developer has incurred in connection with its redevelopment of the Property; and (b) the eligible costs under the TIF Act which Developer has incurred and for which Developer is requesting reimbursement. The Village shall have 15 business days after receipt of such information from Developer to recommend approval or disapproval of such request for reimbursement and, if a request is disapproved, to provide Developer in writing and in detail with an explanation as to why the Village will not or cannot recommend such reimbursement.

7. Certificate of Completion:

The Completion Certificate shall be issued as follows:

Phase I

- Completion of construction of building area consisting of at least 600,000 square feet of GLA
- Executed leases for at least 80% of the building's GLA
- Occupancy of at least 80% of the building's GLA
- Tenant / end user commencing business operations on the premises.
- A certificate of occupancy issued for the buildings by the Village, not to be unreasonably withheld.
- All Phase I buildings being connected to the Village's sanitary system with any septic fields disconnected.

Upon satisfaction of these requirements, the Phase I Certificate of Completion shall be issued by the Village

Phase II

- Completion of construction of building area consisting of at least 800,000 square feet of GLA
- Executed leases for at least 80% of the building the buildings GLA
- Occupancy of at least 80% of the buildings
- Tenant / end user commencing business operations on the premises.
- A certificate of occupancy issued for the buildings by the Village, not to be unreasonably withheld.

Upon satisfaction of these requirements, the Phase II Certificate of Completion shall be issued by the Village.

8. Other Project Financing:

Developer will provide sufficient equity and construction financing so as to complete the Project as contemplated herein.

9. Prior Expenditures:

The Village agrees to perform all necessary actions, including the passage of an inducement, intent, or reimbursement resolution, if needed, to preserve the eligibility of costs to be reimbursed under the TIF Act and the tax-exempt status of any municipal obligations to be issued.

10. RDA Execution Requirements:

Prior to execution of the RDA, Developer shall provide the Village with evidence of its financial condition, including evidence of private equity and debt financing to undertake the Project, an opinion of legal counsel, and other customary closing documents.

11. Limits on Developer Action:

Until the Project has been completed, Developer may not, without the reasonable consent of the Village, merge, liquidate or consolidate any of its development entities, except as may be done in the ordinary course of business, but in no way that will materially and adversely affect its ability to complete the Project until the Project has been completed as delineated in the RDA.

12. Event of Default:

The RDA will contain event of default provisions customary for real estate and municipal finance transactions that contemplate tax-exempt obligations.

13. Infrastructure Fees:

All Village Infrastructure Fees required to be paid by the Developer shall be deferred until such time that a building permit is issued for a specific building on a subdivided Lot. The agreed-on Village Infrastructure Fee payment shall be equal to \$6,112 per acre for the subdivided Lot. The Village agrees not to increase the Infrastructure Fees during the term of this RDA.

15. Building Permit Fees:

Village and Developer mutually agree that the Building Permit Fees shall not exceed (i) \$0.50 / square foot of building floor area for all buildings less than 500,000 SF and (ii) \$0.75 / SF of building floor area for all buildings over 500,000 SF that are developed on the Property.

16. Park Sanitary:

Village and Developer agree that the first building ('First Building') developed on the Property may utilize temporary septic fields rather than connecting to the Village sanitary system. Developer agrees to connect the First Building to the Village sanitary system on or prior to completion of the second building developed on the Property provided the Village sanitary system has been approved and accepted by the Village. The cost of installing the sanitary system for the Property shall be the responsibility of the Developer. When the Developer connects the buildings to the Village sanitary system, no additional fees or levies shall be charged to the Developer.

17. Wash Facility / Private Well:

Developer agrees to utilize Village water for the Project rather than private wells.

18. Rail Corridor Access & Adjacent Land Owners Payments:

The Village and the Developer mutually agree to further discuss the Rail Corridor Access & Adjacent Land Owners Payments topic during the Redevelopment Agreement documentation.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 28, 2017

RE: AGREEMENT FOR CERTAIN IMPROVEMENTS AT 1225 E. NORTH STREET

The property, which is the last house on Pequot Curve on the south side of North Street, has been in disrepair despite repeated attempts by multiple contractors to rehabilitate this property. Due to its current state of disrepair, the Building Inspector marked the residence for demolition. As part of this demolition process, the owner was notified and requested one last chance to perform rather than the Village proceeding with demolition of the property.

The Agreement via Resolution being considered this evening would provide agreed upon targets for improvement of the property which would forestall the Village's impending demolition of eth house. Much like other properties in which this process has been utilized, if the owner fails to provide adequate rehabilitation, the house may be demolished without any further warnings.

Recommendation:

Adopt Resolution No. ____: Setting the Terms for Rehabilitation of the House that is in Disrepair at 1225 E. North Street.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN AGREEMENT WITH THE
OWNER OF 1225 E. NORTH 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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2017

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ENTRY INTO AN AGREEMENT WITH THE OWNER OF 1225 E. NORTH 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, DAVID VLACH ("Owner"), a natural person who owns real estate in the State of Illinois ("Owner"), is the owner in fee simple of 1225 E. North Street, Grundy County, Illinois, 60416, bearing permanent index number (P.I.N.) 06-35-427-006 and being legally described as follows:

LOT 1, BLOCK 25 IN THE VILLAGE OF EILEEN, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME); BEING A SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

(the "Property");

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

determination that the residential structure on the Property constitutes 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 is legally empowered to demolish the residential structure on or after July 20, 2017 without further notice unless the structure is repaired or the Owner initiates litigation challenging the impending demolition; and

WHEREAS, Owner is desirous of remediating the structure 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, Owner has agreed to perform certain remedial measures to the structure that would eliminate the dangerous and unsafe conditions on the Property; and

WHEREAS, the Village and Owner 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 structure 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 Owner performing certain emergency stabilization measures, reimbursing the Village for its costs associated with pursuing demolition, wrapping and siding the residential structure, eliminating debris from the Property, and making certain other repairs, all as more particularly described in the settlement agreement and release affixed hereto as Exhibit A, incorporated by reference as though fully set forth herein (the "Agreement"); 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 residential structure and the events and circumstances connected therewith in an amicable fashion without either the Village or Owner 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 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 _____, 2017, 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]

4814-4842-9131, v. 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Agreement”) is entered into this 28th day of June, 2017 (the “Effective Date”) by and between the VILLAGE OF COAL CITY (“Village”), an Illinois municipal corporation, and DAVID VLACH (“Owner”), a natural person who owns real estate in the State of Illinois (“Owner”), on behalf of themselves, their successors in interest, agents, representatives, and assigns. The Village and Owner 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 open, vacant, dangerous and unsafe condition of the residential structure located at 1225 E. North Street, Grundy County, Illinois, 60416, bearing permanent index number (P.I.N.) 06-35-427-006 and being legally described as follows:

LOT 1, BLOCK 25 IN THE VILLAGE OF EILEEN, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME); BEING A SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

(the “Property”), which structure is claimed by the Village to pose an immediate and continuing hazard to the community; 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 municipal official in charge of building code enforcement after

providing certain notices to the property owner and other interested parties as applicable 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, Owner owns the Property; and

WHEREAS, Village Building and Zoning Official Richard Malone has made a determination that the residential structure on the Property constitutes an open, vacant, dangerous and unsafe building 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 residential structure on the Property by generating all required pre-demolition notices and Owner has not as of the Effective Date demolished or repaired the structure sufficiently to eliminate the immediate and continuing hazard to the community; and

WHEREAS, in the absence of an agreement between the Parties or a legal challenge or other intervening action by Owner, the Village will be authorized to demolish the structure and remove any and all garbage, debris and other hazardous, noxious and unhealthy substances or materials from the Property on or after July 20, 2017; and

WHEREAS, the Village and Owner (collectively, the "Parties") are desirous of settling all disputes between them amicably in order to avoid the expense, inconvenience and delay of litigation or otherwise resolving contested claims and to achieve an expeditious resolution of the matter; 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

structure and the events and circumstances connected therewith in an amicable fashion without either the Village or Owner admitting fault, liability or other wrongdoing; and

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. **Owner's Obligations.** Owner agrees for himself and his successors and assignees as follows:

A. Owner shall reimburse Village in the amount of _____ THOUSAND _____ HUNDRED AND ____/100 DOLLARS (\$_____) (the "Enforcement Reimbursement") in immediately available funds within three (3) business days of the Effective Date, and Village shall accept the Enforcement Reimbursement from Owner in full satisfaction of the Village's demolition-related and enforcement costs through the Effective Date, as set forth more particularly in Exhibit 1 to this Agreement, hereby incorporated by reference as though fully set forth herein.

B. Within ten (10) days of the Effective Date (the "Stabilization Measure Deadline"), Owner shall complete the tasks set forth in this Section 2(B)(i – iv) (the "Stabilization Measures"):

- i. Secure the structure, including boarding-up any broken windows/doors, if any, locking all access points, including but not limited to all doors, windows, and the garage;

- ii. Remove all construction staging materials and other debris from the Property;
- iii. Erect temporary perimeter construction fencing on all sides of the Property not presently bounded by permanent fence.

C. On or before the Stabilization Measure Deadline, Owner 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 (i) 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 and (ii) the existing exposed plywood or oriented strand board ("OSB") panel sheathing to determine whether such materials have been sufficiently compromised so as to require removal and replacement.

D. If the Inspector determines that Owner 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 Owner 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) 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).

E. On a continuing basis from and after the Stabilization Measure Deadline, Owner 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.

F. On a continuing basis from and after the Effective Date of this Agreement, Owner shall perform landscape maintenance as may be necessary to keep the Property free of debris and weeds, and Owner 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 from the Effective Date through the conclusion of the 2017 growing season.

G. Within twenty (20) days of the Effective Date of this Agreement, Owner or a contractor(s) retained by Owner shall apply for and secure any and all permits that may be required by the Village to perform the work identified in this Agreement, which obligation shall include the tendering of any applicable fees and 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 and detailed plans associated with the proposed work.

H. Within twenty-five (25) days of the Effective Date (the "Exterior Repair Deadline"), Owner shall complete the tasks set forth in this Section 2(H) (the "Exterior Measures"):

- i. Remove and replace damaged plywood exterior as required by Inspector and sheath home with oriented strand board (OSB) panels;
- ii. Affix house wrap to the exterior walls of the residential structure; and

I. Within forty (40) days of the Effective Date (the “Siding Deadline”), Owner shall complete the tasks set forth in this Section 2(I)(i-iii) (the “Siding Measures”):

- i. Install siding on the exterior of the residential structure in accordance with any and all applicable provisions of the Village’s adopted building and technical codes.
- ii. Repair or replace any damaged panels on the existing permanent wooden fence on the Property.
- iii. Schedule an inspection of the Siding Measures and the fence by the Inspector and permit access to the Property to the Inspector during regular business hours of the Village for the scheduled inspection of Siding Measures and fence in a manner and for such duration as may be reasonably necessary for the Inspector to complete his inspection of the Siding Measures and fence repairs.

J. Within forty (40) days of the Effective Date (the “Interior Gutting Deadline”), Owner shall remove all interior finishes and fixtures down to stud and schedule a post-gutting inspection of the interior of the residential structure by the Inspector and permit access to the interior of the residential structure 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 verify compliance with the stripping of the interior down to studs.

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

A. Except in the event of Owner’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 Owner 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 residential structure (cumulatively, the “Enforcement Measures”) prior to the conveyance of the Property to Purchaser.

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

4. **Waiver of Service.** Except as otherwise expressly provided herein, Owner 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

Owner: David Vlach
426 E. 9th Street
Lockport, IL 60441

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, (ii) the Parties' mutual completion of their obligations hereunder, or (iii) September 1, 2017.

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 he/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.

VILLAGE OF COAL CITY

DAVID VLACH

By: _____
Terry Halliday

Its: President

Date: _____

Date: _____

EXHIBIT 1

Itemized Enforcement Costs

Legal fees incurred:	\$ _____
Cost for recording statutory notice:	\$82.00
Cost for certified mailing of statutory notice:	\$ _____
Cost for publication in <i>Joliet Herald- News</i> (6/18/17 – 6/20/17):	\$ _____
Cost for title search to identify necessary parties (Chicago Title Co.)	\$ _____
TOTAL:	\$ _____

(invoices attached on following pages)

Coal City Police Department
Weekly Summary of Activities
Thursday 06-08-17 – Wednesday 06-14-17

During this period, there were 47 calls for service, 23 verbal warnings and 1 assist Grundy County Sheriff's Dept.

Significant Incidents

06-08-17 at 7:59 PM, police responded to a S. Illinois St. for a neighbor complainant. The complainant stated she questioned the way her neighbor is housing his puppy in his garage. Police observed the dog is being housed in a clean and dry environment with a fan blowing on him until he has become house broke, and can be left inside the residence. Police explained to the neighbor that they found no violations.

06-11-17 at 11:01 PM, police responded to a W. Daisy Pl. apartment for a domestic disturbance call. The complainant stated her boyfriend came over intoxicated and wanted to argue. She stated he left the residence when she called police and police were unable to locate him.

06-13-17 at 1:44 AM, police responded to a W. Division St. business for a burglar alarm. Police observed broken glass laying on the sidewalk from the front door. Officer Jones processed the scene and a key holder advised he did not believe anything was taken. This incident along with others in the area are being investigated.

Arrest Incidents

Operating a Hand Held Device while Driving	2
Speeding	3
Operating an Uninsured Motor Vehicle	1
No Valid Safety Sticker	3
Disobeying a Traffic Control Device	1
Suspended D.L.	1

Coal City Police Department
Weekly Summary of Activities
Thursday 06-15-17 – Wednesday 06-21-17

During this period, there were 47 calls for service, 18 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

06-17-17 at 9:34 AM, police responded to a S. Vermillion St. residence for a past tense verbal domestic disturbance. The complainant stated she and her son's father was arguing about custody issues regarding their mutual son. Police were able to resolve this incident.

06-21-17 at 5:06 PM, police responded to a W. Center St. residence for a disturbance call. The complainant stated her ex-boyfriend was at the residence for a property exchange and before leaving, he punched out the mesh in her storm door. The complainant did not wish to pursue charges but wanted the incident documented.

Arrest Incidents

Revoked D.L.	1
No CDL when Required	1
No Safety Sticker	1
Unsafe Equipment	1
O/W on Registration	1
D.U.I.	1
Improper Lane Usage	1
No D.L. on Person	1
Dog running at Large	1
Expired Registration	1
Speeding	3
Disobeying a Traffic Control Device	1
Public Intoxication	4
Trespassing on RR Property	2
Operating an Uninsured Motor Vehicle	2