

APPROVING A SETTLEMENT AGREEMENT TO ALLOW FOR THE DEMOLITION OF 825 PLEASANT STREET, DEKALB, ILLINOIS, USING ILLINOIS HOUSING DEVELOPMENT AUTHORITY (IHDA) FUNDING.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, BPDM Properties 2018-1, LLC (the "Owner"), is the owner of property located at 825 Pleasant Street, DeKalb, IL 60115 (the "Property"); and

WHEREAS, the Property has a residential building that is vacant and condemned as an immediate and continuing hazard to the community; and

WHEREAS, the Owner and City staff negotiated a settlement agreement attached and incorporated Exhibit A (the "Settlement Agreement") which allows the City to demolish the residential building from funds that are subject to reimbursement from the Illinois Housing Development Authority Strong Community Programs grant funding and further requires the Owner to redevelop the Property with a new single-family residence; and

WHEREAS, the City's corporate authorities find that approving the Settlement Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are true, correct, adopted and incorporated as Section One to this Resolution.

SECTION 2: The City's corporate authorities approve the Settlement Agreement in the same or substantially similar form as the attached and incorporated Exhibit A. The City's corporate authorities further approve, authorize, and direct the Mayor, City Attorney, City Manager and their respective designees to execute the Settlement Agreement and to take all necessary acts to effectuate the Settlement Agreement.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12th day of June 2023, and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Larson, Smith, Perkins, Verbic, Walker, Barnes. Nay: None. Absent: Zasada, McAdams.



A handwritten signature in black ink, appearing to read "Cole Barnes", is written over a horizontal line.

COHEN BARNES, Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Ruth A. Scott", is written over a horizontal line.

Ruth A. Scott, Executive Assistant

SETTLEMENT AGREEMENT
(825 Pleasant St., DeKalb, IL 60115)

This Agreement is entered into on June 12, 2023 (“Effective Date”), by and between the City of DeKalb, an Illinois municipal corporation (the “City”), and BPDM Properties 2018-1, LLC, a Delaware limited liability company (the “Owner”), who are collectively referred to as the “Parties.” The Parties stipulate and agree as follows:

RECITALS

WHEREAS, Owner holds fee simple title to the real property commonly known as 825 Pleasant St., DeKalb, IL 60115 and legally described in the attached and incorporated Exhibit A (the “Property”); and

WHEREAS, the Property is located in the RC-1 zoning district under the City’s Unified Development Ordinance (the “UDO”); and

WHEREAS, the Property has a residential building that is less than three (3) stories in height as defined by the City’s building code and less than six (6) residential units (the “Building”); and

WHEREAS, the City’s Chief Building Official has determined that the Building is open and vacant and an immediate and continuing hazard to the community; and

WHEREAS, the City’s Chief Building Official has determined that the Building is currently uninhabitable due to various violations of the City’s Municipal Code (the “Code”); and

WHEREAS, the Building is not currently occupied by any mortgagor or lawful occupant as a principal residence; and

WHEREAS, the Building is beyond reasonable repair because the cost of repairs to remedy the existing Code violations exceeds the Property’s “as is” value; and

WHEREAS, the City has issued several notices of violations against Owner for the Property’s various Code violations as set forth in the attached and incorporated Exhibit B (the “Violations History”); and

WHEREAS, the City previously obtained judgments against Owner in the matters of 19AH2910, 21AH7245, and 22AH1021 as set forth in the attached and incorporated Group Exhibit C (the “Judgments”); and

WHEREAS, the Judgments total approximately \$6,210.00, exclusive of post-judgment interest, and remain outstanding debts owed to the City; and

WHEREAS, the matter of 23AH112 involves a pending notice of violations against Owner for the Property’s various Code violations relating to the Building’s

uninhabitable condition as set forth in the attached and incorporated Exhibit D (the “23AH112 Citation”); and

WHEREAS, the City has determined that the Building may be eligible for demolition, rehabilitation and other activities under the City’s Strong Communities Program grant funding (the “Program”); and

WHEREAS, the City must incur the costs of the Building’s demolition to be eligible for the Program; and

WHEREAS, the Parties agree that the City shall be allowed and authorized to demolish the Building pursuant to the provisions of this Agreement; and

WHEREAS, the Parties previously consented to the City’s solicitation of bids for the Building’s demolition and the remediation of environmental hazards in the attached and incorporated Group Exhibit E (the “Demolition Bids”); and

WHEREAS, the Parties made and entered into this Agreement to fully compromise their dispute in the 23AH112 Citation and the Judgments, demolish the Building, and avoid the time and expenses attendant to further litigation.

NOW, THEREFORE, in consideration of the Parties’ mutual promises, the Parties agree as follows:

AGREEMENT

1. *Recitals.* The recitals are true, correct, material, adopted, and incorporated by reference as Section 1 to this Agreement.

2. *Consent Judgment.* Within 30 days of the Effective Date, the Parties shall request that the Administrative Hearing Officer of the City’s Administrative Hearing Procedure enter an agreed order in the 23AH112 Citation in the form attached and incorporated as Exhibit F (the “Agreed Order”).

3. *Demolition of the Building.* Within 90 days of the Effective Date, the City shall cause the Building’s demolition, the remediation of environmental hazards, and the removal of the garbage, debris and other hazardous materials from the Building and the Property in accordance with the Demolition Bids, the Agreed Order, the Code, and applicable law including, but not limited to, 65 ILCS 5/11-31-1(e). City and its officers, employees, attorneys, agents, and contractors shall have full and continuing access to the Property, upon reasonable notice to Owners, and shall also have the right to enter upon the Property at any time related to the Building’s demolition including, but not limited to, inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests, demolition or remediation of immediate and continuing hazards, and such other work as City shall consider appropriate (the “Inspections”). City shall have the right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate. City shall hold

Owner harmless and fully defend and indemnify Owner against any damage, claim, liability or cause of action arising from or caused by the Inspections and the actions or omissions of City, its agents, or representatives. Owner shall cooperate with City with respect to the Inspections including, but not limited to, the execution of any documents reasonably necessary for the Inspections and refraining from taking any action to contest the demolition. City shall be responsible for all costs and expenses relating to the Inspections; provided, however, that such costs and expenses may be included in the Demolition Lien or reimbursed by the Program. Within 180 days after the City's demolition of the Building, City may file a notice of lien against the Property pursuant to 65 ILCS 5/11-31-1(e). Within 60 days after City issues a final occupancy permit for the Redevelopment provided by Section 4 of this Agreement and Owner's written notice, City shall release any demolition lien filed by City.

4. *Owner's Redevelopment of the Property.* Within 60 days after the City's demolition of the Building, Owner shall file all permit applications with the City for the construction of a new single-family residence on the Property (the "Redevelopment"). Owner shall, at its sole cost and expense, pay all fees and costs related to the Redevelopment and comply with the Code and applicable laws and regulations relating to the construction, development, maintenance, ownership, taxation and use of the Redevelopment. City shall cooperate with Owner's Redevelopment including, but not limited to, the approval of government permits for the Redevelopment. Owner shall complete the Redevelopment within one (1) year from the date of the City's approval of the permit for the Redevelopment. Upon the City's request, Owner shall provide the City with a cash bond, irrevocable letter of credit, or surety bond issued by a bank, savings and loan association, surety or insurance company in an amount equal to or greater than 110% of the amount of the Redevelopment. Within 60 days after City issues a final occupancy permit for the Redevelopment and upon Owner's written notice, City shall refund the cash bond or release the letter of credit or surety bond.

5. *Release and Satisfaction of Judgment.* Within 30 days of the Effective Date, City shall take such action which shall have the effect of vacating the Judgments and releasing and discharging Owner from all liabilities and debts owed to the City resulting from the Judgments.

6. *Release and Indemnification.* To the greatest extent allowed by Illinois law, except for an action to enforce this Agreement as provided by Section 8 of this Agreement, the Parties agree to waive, release, discharge, defend, and indemnify from all causes of actions, claims, costs, damages, expenses, fines, liabilities, and attorney's fees that they had or may have against each other and their respective officers, agents, and employees which arise out of, relate to, or result from the Judgments, the Violations History, the 23AH112 Citation, the Building's demolition, the Redevelopment, and this Agreement. Notwithstanding the foregoing to the contrary and the contractual basis of this Agreement, the Parties shall be entitled to claim any defenses and immunities provided by law including, but not limited to, the Local Government and Government Employee Tort Immunity Act (745 ILCS 10/1, *et seq.*).

7. *Payment of Ineligible Program Expenses.* If the City's expenses relating to the Building's demolition are determined to be ineligible for reimbursement by the Program, then within 30 days of the City's written notice, Owner shall give the City written notice of Owner's election to either: (1) pay 100% of the City's expenses relating to the Building's demolition within 60 days of the City's initial notice; or (2) execute a deed in lieu of foreclosure conveying the Property to the City in lieu of the City foreclosing on a demolition lien filed against the Property within 60 days of the City's initial notice with the closing to take place at a time and location agreed to in writing by the Parties in DeKalb County, Illinois.

8. *Remedies.* If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be specific performance. If the non-defaulting Party is the prevailing party in any action for specific performance of this Agreement, then said Party shall also be entitled to an award of attorney's fees and costs from the other Party.

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

10. *Counterparts.* The Parties agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately. The Parties represent that their respective signatories to this Agreement were duly authorized to execute this Agreement.

11. *Successors and Assigns.* This Agreement shall be binding on the heirs, administrators, executors, and assigns of the Parties.

12. *Venue and Choice of Law.* This Agreement shall be construed under the laws of the State of Illinois. The sole venue for an action to enforce this Agreement shall be in the Circuit Court of DeKalb County, Illinois.

13. *Attorney Review.* The Parties' execution of this Agreement shall constitute acknowledgement by the Parties that they had the opportunity to retain and consult with legal counsel regarding the Agreement. The terms of the Agreement shall not be construed against any Party because that Party drafted the Agreement.

14. *Entire Agreement.* This Agreement contains the entire agreement between the Parties. This Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the Parties and duly authorized in the manner provided by law.

15. *Notices.* All written notices required by this Agreement shall be delivered by electronic mail or regular mail to the following addresses:

If to the City:

City of DeKalb
Attn: City Manager

164 E. Lincoln Hwy.
DeKalb, IL 60115
bill.nicklas@cityofdekalb.com

with a copy to:

Matthew D. Rose
Donahue & Rose, PC
9501 W. Devon Ave., Ste. 702
Rosemont, IL 60018
mrose@drlawpc.com

If to the Owner:

BPDM Properties 2018-1, LLC
PO Box 19201
Jacksonville, FL 32245-9201

with a copy to:

IN WITNESS WHEREOF, the Parties sign this Agreement as of the Effective Date.


CITY



Bill Nicklas, City Manager

OWNER

William MAZAR MGR

Name, Title


ATTEST



Ruth Scott, Executive Assistant

Name, Title

EXHIBIT A
(Legal Description of the Property)

The Property is legally described as follows:

Lot 10 in Block 4 in Gilson's Addition to the City of DeKalb, according to the Plat thereof recorded March 18, 1856, in Book "A" of Plats, Page 21, in DeKalb County, Illinois.

Common Address: 825 Pleasant St., DeKalb, IL 60115

PIN: 08-23-207-018

EXHIBIT B
(Violations History)



DeKalb
164 E Lincoln Hwy
DeKalb Illinois, 60115

Phone: (815) 748-2093
Fax: (815) 748-2320
www.cityofdekalb.com

*** BPDM PROPERTIES 2018 LLC**

DL#: -

DOB: 01/01/1990

Citation#-Viol. Offense	Viol. Date Fines	Status Collections	Fees	Status Date Cost	Docket#	Plea Date Pending	Plea Restitution	Conv. Date Balance
CC19-064-1 WEEDS / GRASS FIRST TIME OFFENDER	05/28/2019 \$ 300.00	Collections	\$ 240.00	09/23/2019 \$ 0.00	19AH2910	08/12/2019 \$ 0.00	No Contest \$ 0.00	08/12/2019 \$ 540.00
Respondent failed to appear and was found liable.								
CC20-045-1 RUBBISH OR GARBAGE	04/28/2020 \$ 0.00	Closed	\$ 0.00	12/15/2020 \$ 0.00	20AH1346	08/12/2020 \$ 0.00	No Contest \$ 0.00	08/12/2020 \$ 0.00
Respondent failed to appear and was found liable.								
CC20-045-2 MOTOR VEHICLES	04/28/2020 \$ 0.00	Closed	\$ 0.00	12/15/2020 \$ 0.00	20AH1346	08/12/2020 \$ 0.00	No Contest \$ 0.00	08/12/2020 \$ 0.00
Respondent failed to appear and was found liable.								
CC20-045-3 UNAPPROVED SURFACE PARKING	04/28/2020 \$ 0.00	Closed	\$ 0.00	12/15/2020 \$ 0.00	20AH1346	08/12/2020 \$ 0.00	No Contest \$ 0.00	08/12/2020 \$ 0.00
Respondent failed to appear and was found liable.								
CC21-089-1 RUBBISH OR GARBAGE	06/14/2021 \$ 0.00	Closed	\$ 0.00	12/16/2021 \$ 0.00	21AH3152	07/28/2021 \$ 0.00	No Contest \$ 0.00	07/28/2021 \$ 0.00
Respondent failed to appear and was found liable.								
CC21-089-2 MOTOR VEHICLES	06/14/2021 \$ 0.00	Closed	\$ 0.00	12/16/2021 \$ 0.00	21AH3152	07/28/2021 \$ 0.00	No Contest \$ 0.00	07/28/2021 \$ 0.00
Respondent failed to appear and was found liable.								
CC21-089-3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY	06/14/2021 \$ 0.00	Closed	\$ 0.00	12/16/2021 \$ 0.00	21AH3152	07/28/2021 \$ 0.00	No Contest \$ 0.00	07/28/2021 \$ 0.00
Respondent failed to appear and was found liable.								
CC21-089-4 FOUNDATION WALLS	06/14/2021 \$ 0.00	Closed	\$ 0.00	12/16/2021 \$ 0.00	21AH3152	07/28/2021 \$ 0.00	No Contest \$ 0.00	07/28/2021 \$ 0.00
Respondent failed to appear and was found liable.								
CC21-089-5 ELECTRICAL EQUIPMENT-WIRING	06/14/2021 \$ 0.00	Closed	\$ 0.00	12/16/2021 \$ 0.00	21AH3152	07/28/2021 \$ 0.00	No Contest \$ 0.00	07/28/2021 \$ 0.00
Respondent failed to appear and was found liable.								
CC21-192-1 RUBBISH OR GARBAGE	12/22/2021 \$ 500.00	Collections	\$ 310.00	06/27/2022 \$ 0.00	21AH7245	04/05/2022 \$ 0.00	No Contest \$ 0.00	04/05/2022 \$ 810.00

Respondent failed to appear and was found liable.							
CC21-192-2	12/22/2021	Collections	06/27/2022	21AH7245	04/05/2022	No Contest	04/05/2022
STRUCTURE UNFIT FOR HUMAN OCCUPANCY							
\$ 500.00		\$ 175.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 675.00
Respondent failed to appear and was found liable.							
CC21-192-3	12/22/2021	Collections	06/27/2022	21AH7245	04/05/2022	No Contest	04/05/2022
FOUNDATION WALLS							
\$ 500.00		\$ 175.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 675.00
Respondent failed to appear and was found liable.							
CC21-192-4	12/22/2021	Collections	06/27/2022	21AH7245	04/05/2022	No Contest	04/05/2022
ELECTRICAL EQUIPMENT-WIRING							
\$ 500.00		\$ 175.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 675.00
Respondent failed to appear and was found liable.							
CC21-192-5	12/22/2021	Collections	06/27/2022	21AH7245	04/05/2022	No Contest	04/05/2022
INTERIOR STRUCTURE / INTERIOR SURFACES							
\$ 500.00		\$ 175.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 675.00
Respondent failed to appear and was found liable.							
CC21-192-6	12/22/2021	Collections	06/27/2022	21AH7245	04/05/2022	No Contest	04/05/2022
EXTERIOR STRUCTURE - WINDOW, SKYLIGHT & DOOR FRAMES							
\$ 500.00		\$ 175.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 675.00
Respondent failed to appear and was found liable.							
EN22-0005-1	03/16/2022	Collections	06/06/2022	22AH1021	04/19/2022	No Contest	04/19/2022
UNAPPROVED SURFACE PARKING							
\$ 500.00		\$ 310.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 810.00
Respondent failed to appear and was found liable.							
EN22-0005-2	03/16/2022	Collections	06/06/2022	22AH1021	04/19/2022	No Contest	04/19/2022
EXTERIOR PROPERTY AREAS-PLANTING OF GRASS							
\$ 500.00		\$ 175.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 675.00
Respondent failed to appear and was found liable.							
ECC23-0052-1	01/24/2023	Status	03/13/2023	23AH112			
STRUCTURE UNFIT FOR HUMAN OCCUPANCY							
\$ 500.00		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 500.00
Respondent failed to appear and was found liable.							
ECC23-0052-2	01/24/2023	Status	03/13/2023	23AH112			
FOUNDATION WALLS							
\$ 300.00		\$ 10.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 310.00
Respondent failed to appear and was found liable.							
ECC23-0052-3	01/24/2023	Status	03/13/2023	23AH112			
ELECTRICAL EQUIPMENT-WIRING							
\$ 500.00		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 500.00
Respondent failed to appear and was found liable.							
ECC23-0052-4	01/24/2023	Status	03/13/2023	23AH112			
INTERIOR STRUCTURE / INTERIOR SURFACES							
\$ 300.00		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 300.00
Respondent failed to appear and was found liable.							
ECC23-0052-5	01/24/2023	Status	03/13/2023	23AH112			
EXTERIOR STRUCTURE - WINDOW, SKYLIGHT & DOOR FRAMES							
\$ 300.00		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 300.00
Respondent failed to appear and was found liable.							
ECC23-0052-6	01/24/2023	Status	03/13/2023	23AH112			
ALTERATIONS, REPAIRS, AND ADDITIONS							
\$ 500.00		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 500.00

TOTALS:	\$ 6,700.00	Violations: 23	\$ 1,920.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,620.00
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GROUP EXHIBIT C
(The Judgments)

BEFORE THE ADMINISTRATIVE HEARING OFFICER
City of DeKalb, ILLINOIS

CITY OF DEKALB, a Municipal Corporation, Petitioner,)	DOCKET NO.: <u>19AH2910</u>
vs.)	
* BPDM PROPERTIES 2018-1 LLC ,)	Citation No.: <u>CC19-064</u>
Respondent.)	

HEARING OFFICER John J. Grotto	CLERK ST	PROSECUTOR Matthew D. Rose
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ORDER - COLLECTIONS

Due to the failure of the Respondent to pay the full assessed amount of fines and fees by the required payment date, this matter is being forwarded to collections. As indicated below, there will be a 35% fee added to the remaining balance of this judgment, as outlined in Chapter 17.06(d) of the City of DeKalb's Municipal Code.

Remaining Balance:	\$400.00
MCA Collection Fee:	\$140.00
Total Due:	\$540.00

ENTERED: 9/23/2019



Administrative Hearing Officer

The City of DeKalb has retained Municipal Collections of America (MCA) for judgment collection. Upon entry of this Order, all payments must be directed to:

MCA (Municipal Collections of America)

3348 Ridge Road

Lansing, IL 60438

(708) 895-8522

Copy of Order shall be mailed to Respondent on 09/23/2019 by Clerk, SJ, via first-class mail.

* BPDM PROPERTIES 2018-1 LLC
11246 ALUMNI WAY
JACKSONVILLE, FL 32246

BEFORE THE ADMINISTRATIVE HEARING OFFICER
City of DeKalb, ILLINOIS

CITY OF DEKALB, a Municipal Corporation,)	DOCKET NO.: <u>19AH2910</u>
Petitioner,)	
vs.)	
* BPDM PROPERTIES 2018-1 LLC ,)	
Respondent.)	

HEARING OFFICER John J. Grotto	PROSECUTOR Matthew D. Rose
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FINDING, DECISION & ORDER BY DEFAULT

This matter comes on for Hearing, due Notice having been given and the Hearing Officer being fully advised, in the premises, IT IS HEREBY ORDERED THAT Respondent has failed to appear and a Default Judgment is entered against said Respondent for the following violation:

WEEDS / GRASS FIRST TIME OFFENDER / Citation No.: CC19-064

Fines and fees are assessed as follows:	Fine:	\$300.00
	Administrative Fee:	<u>\$100.00</u>
	Total:	<u>\$400.00</u>

Payment Status Date*: 9/23/2019 Time: 09:00 AM

**Location: DeKalb Municipal Building
200 S. Fourth Street
DeKalb, IL 60115
(815) 748-2093**

*If paid in full, no appearance required.

After 35 days, the City is authorized to dispose of or destroy all items of evidence seized in connection with this proceeding.

NOTICE

This Administrative Order is authorized by City of DeKalb ordinance and State of Illinois statute. You have the right to appeal this decision pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101, *et seq.*, by filing a proper lawsuit against the City of DeKalb and other necessary parties within 35 days of a final Order. Any fines or fees imposed are due and payable immediately. If you fail to pay fines, the City may proceed to collection or may enforce the judgment through the Circuit Court, liens or other available remedies. Any vehicle impounded will be subject to be disposed of as an unclaimed vehicle after 30 days from the date of this decision.

ENTERED: 8/12/2019



Administrative Hearing Officer

Copy of Order shall be mailed to Respondent on 8/12/2019 by Clerk via first-class mail.

* BPDM PROPERTIES 2018-1 LLC
11246 ALUMNI WAY
JACKSONVILLE, FL 32246

**CITY OF DEKALB
COMPLAINT & NOTICE TO APPEAR**

MAIL-IN COMPLAINT

CC19-064

Dept. Case No.

19A42910

STATE OF ILLINOIS
COUNTY OF DEKALB
CITY OF DEKALB

BEFORE THE ADMINISTRATIVE HEARING OFFICER, CITY OF DEKALB, ILLINOIS
DeKalb Municipal Building, 200 S. 4th Street, DeKalb, IL 60115

CITY OF DEKALB, ILLINOIS, a Municipality vs.

RESPONDENT'S INFORMATION	RESPONDENT'S NAME (FIRST, MIDDLE, LAST)	SEX	RACE	DOB		
	BPDM Properties 2018-1 LLC					
	ADDRESS (STREET, CITY, STATE, ZIP)					
	11246 Alumni Way, Jacksonville, FL 32246					
	HEIGHT	WEIGHT	HAIR	EYES	DLN	STATE

VIOLATION INFORMATION	VIOLATION: On or about 5 / 28 / 2019 at 1200 hours, at 825 Pleasant St (location) in the City of DeKalb, Illinois, the Respondent did then and there unlawfully commit the offense(s) of Chapter 24, Article 10:
	<input checked="" type="checkbox"/> Section 302.4 Weeds/grass in excess of 8 inches
	<input type="checkbox"/> Section 302.7 Accessory Structures not structurally sound and/or in good repair
	<input type="checkbox"/> Section 302.8 Inoperable Motor Vehicle License Plate Exp
	<input type="checkbox"/> Section 302.10 Dangerous trees
	<input type="checkbox"/> Section 302.11 Unapproved surface parking
	<input type="checkbox"/> Section 304.2 Protective treatment-exterior surfaces are not maintained in good condition
	<input type="checkbox"/> Section 304.5 Foundation Walls are not maintained plumb and free from open cracks
	<input type="checkbox"/> Section 304.6 Exterior Walls are not free from holes, breaks, and loose or rotting materials
	<input type="checkbox"/> Section 304.7 Roof drains, gutters and downspouts are not being maintained in good repair and free from obstructions
<input type="checkbox"/> Section 308.1 Rubbish or garbage - Exterior property and premises, and the interior of every structure, are not maintained free from any accumulation of rubbish or garbage	
<input type="checkbox"/> Section Grass throughout the property is in excess of 15 inches.	


Signature

Code Compliance Inspector
Title

6/13/2019
Date

<input checked="" type="radio"/> MAIL-IN ELIGIBLE - To Avoid Hearing Appearance, Follow Instructions on Page 2. If you do not complete the mail-in form and abide by its terms, you must appear at a hearing on 8/12/2019 at 9:00 am at the DeKalb Municipal Building. Your failure to do so will result in a default judgment being entered against you.
<input type="radio"/> HEARING APPEARANCE REQUIRED Date: _____ Time: 9:00 am Location: DeKalb Municipal Building, 200 S. 4 th Street, DeKalb, Illinois 60115 Your failure to appear at the above hearing will result in a default judgment being entered against you.

<input type="checkbox"/> Served by Personal Service I hereby acknowledge receipt of a copy of this Complaint. _____ Signature of Respondent
<input checked="" type="checkbox"/> Served by First-Class Mail

BEFORE THE ADMINISTRATIVE HEARING OFFICER
City of DeKalb, ILLINOIS

CITY OF DEKALB, a Municipal Corporation, Petitioner,)	DOCKET NO.: <u>21AH7245</u>
)	
vs.)	
* BPDM PROPERTIES 2018 LLC,)	Citation No.: <u>CC21-192</u>
Respondent.)	

HEARING OFFICER John J. Grotto	CLERK ST	PROSECUTOR Matthew D. Rose
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ORDER - COLLECTIONS

Due to the failure of the Respondent to pay the full assessed amount of fines and fees by the required payment date, this matter is being forwarded to collections. As indicated below, there will be a 35% fee added to the remaining balance of this judgment, as outlined in Chapter 17.06(d) of the City of DeKalb's Municipal Code.

Remaining Balance:	\$3100.00
MCA Collection Fee:	\$1085.00
Total Due:	\$4185.00

ENTERED: 6/27/2022



Administrative Hearing Officer

The City of DeKalb has retained Municipal Collections of America (MCA) for judgment collection. Upon entry of this Order, all payments must be directed to:
MCA (Municipal Collections of America)
3348 Ridge Road
Lansing, IL 60438
(708) 455-4046

Copy of Order shall be mailed to Respondent on 06/28/2022 by Clerk, ST, via first-class mail.

* BPDM PROPERTIES 2018 LLC
155 OFFICE PLAZA DRIVE
TALLAHASSEE, FL 32301

BEFORE THE ADMINISTRATIVE HEARING OFFICER

City of DeKalb, ILLINOIS

164 E. Lincoln Highway, DeKalb, IL 60115

CITY OF DEKALB, a Municipal Corporation,
Petitioner,

) DOCKET NO.: 21AH7245

vs.

* BPDM PROPERTIES 2018 LLC,
Respondent.

) Case/Citation No. CC21-192

Table with 2 columns: HEARING OFFICER (John J. Grotto), INSPECTOR/OFFICER/FPO; PROSECUTOR (Matthew D. Rose), RESPONDENT'S ATTORNEY. Includes 'RESPONDENT PRESENT' checkboxes for Y and N.

ORDER

This matter comes on for Hearing, due Notice having been given and the Hearing Officer being fully advised, in the premises, IT IS HEREBY ORDERED THAT:

On Motion of: [X] Petitioner / [] Respondent / [] Hearing Officer, this matter continued to 5/16/2022 at 9:00 a.m. for:

- Checkboxes for Hearing, Attorney, Agreed Inspection, Status, Proof of Compliance, Assessment/Reconsideration of fines, This matter dismissed without prejudice, This matter dismissed with prejudice, City's Motion to Admit Exhibits is Granted, with leave to withdraw following hearing, Return for Payment (no appearance required if paid in full), Judgment or finding of liability to enter: By Default, After hearing, Respondent admitting liability, Respondent found not liable, Full payment is due immediately, City is authorized to dispose or destroy evidence seized after 35 days, Fines/Costs assessed as follows: 6 violation(s) at \$ 500.00 per violation \$ 3000.00 per day \$ 100.00 Costs \$ 3100.00 TOTAL

[X] Other: Respondent failed to appear and was found liable.

NOTICE

This Administrative Order is authorized by City of DeKalb ordinance and State of Illinois statute. You have the right to appeal this decision pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101, et seq., by filing a proper lawsuit against the City of DeKalb and other necessary parties within 35 days of a final Order. Any fines or fees imposed are due and payable immediately. If you fail to pay fines, the City may proceed to collection or may enforcement the judgment through the Circuit Court, liens or other available remedies. Any vehicle impounded will be subject to be disposed of as an unclaimed vehicle after 30 days from the date of this decision.

RECEIVED BY:

ENTERED: 4/4/2022

Handwritten signature of John J. Grotto

Respondent's Signature

Administrative Hearing Officer

Copy of Order mailed to Respondent on 4/5/22 by Clerk via first-class mail.

**CITY OF DEKALB
COMPLAINT & NOTICE TO APPEAR**

COMPLAINT

21AH7245

CC21-192
Dept. Case No.

STATE OF ILLINOIS
COUNTY OF DEKALB

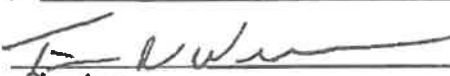
BEFORE THE ADMINISTRATIVE HEARING OFFICER, CITY OF DEKALB,
ILLINOIS
DeKalb Municipal Building, 164 E. Lincoln Highway, DeKalb, IL 60115

CITY OF DEKALB, ILLINOIS, a Municipality vs.

RESPONDENT'S NAME		SEX	RACE	DOB	
* BPDM PROPERTIES 2018 LLC				1/1/1990	
ADDRESS (STREET, CITY, STATE, ZIP)					
155 OFFICE PLAZA DRIVE TALLAHASSEE, FL 32301					
HT	WEIGHT	HAIR	EYES	DLN	STATE
"					

VIOLATION: On or about 12/22/2021 at 12:00 hours, at 826 PLEASANT ST (location) in the City of DeKalb, Illinois, the Respondent did then and there unlawfully commit the offense(s) of City of DeKalb Municipal Code under the Chapter, Article and Section(s) noted below:

- 24 CITY 10-308.1 RUBBISH OR GARBAGE- Ruubish throughout exterior.
- 24 CITY 10-108.1.3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY- Interior rooms missing ceilings/floors and have organic growth and no water, electric or gas/Utilities
- 24 CITY 10-304.5 FOUNDATION WALLS- Collapsing in from Tree Stump - structural report with Engineer's Approved repair.
- 24 CITY 10-605.4 ELECTRICAL EQUIPMENT-WIRING - Exposed wiring.
- 24 CITY 10-305.3 INTERIOR STRUCTURE/INTERIOR SURFACES- Interior in extreme disrepair. Missing flooring, ceiling collapsed, damaged drywall/plaster.
- 24 CITY 10-304.13 EXTERIOR STRUCTURE-WINDOW,SKYLIGHT & DOOR FRAMES- Disrepair outside / Broken and missing glass, Metal faisha falling off



Signature

Code Compliance
Coordinator

Title

12/23/202
1

Date

HEARING APPEARANCE REQUIRED Date 2/7/2022 Time: 9:00 am
Location: DeKalb Police Department, Community Room 203, 700 West Lincoln Highway, DeKalb, Illinois 60115
Your failure to appear at the above hearing will result in a default judgment being entered against you.

Served by Personal Service
I hereby acknowledge receipt of a copy of this Complaint. _____
Signature of Respondent

Served by First-Class Mail

**POTENTIAL PENALTIES
IN ADMINISTRATIVE HEARING CASES**
In the event you are found liable for the alleged violation(s), you will be potentially subject to additional fines (up to \$1,000 per occurrence, per day, for each day the violation(s) occur(s) and hearing costs (up to \$100 per charge). Failure to pay fines entered in an administrative hearing case may result in your case being referred to collections and additional fees being added.

BEFORE THE ADMINISTRATIVE HEARING OFFICER
City of DeKalb, ILLINOIS

CITY OF DEKALB, a Municipal Corporation,
Petitioner,
vs.
* BPDM PROPERTIES 2018 LLC,
Respondent.

) DOCKET NO.: 22AH1021
)
)
) Citation No.: EN22-0005
)

HEARING OFFICER John J. Grotto	CLERK ST	PROSECUTOR Matthew D. Rose
-----------------------------------	-------------	-------------------------------

ORDER - COLLECTIONS

Due to the failure of the Respondent to pay the full assessed amount of fines and fees by the required payment date, this matter is being forwarded to collections. As indicated below, there will be a 35% fee added to the remaining balance of this judgment, as outlined in Chapter 17.06(d) of the City of DeKalb's Municipal Code.

Remaining Balance:	\$1100.00
MCA Collection Fee:	\$385.00
Total Due:	\$1485.00

ENTERED: 6/6/2022



Administrative Hearing Officer

*The City of DeKalb has retained Municipal Collections of America (MCA) for judgment collection. Upon entry of this Order, all payments must be directed to:
MCA (Municipal Collections of America)
3348 Ridge Road
Lansing, IL 60438
(708) 455-4046*

Copy of Order shall be mailed to Respondent on 06/07/2022 by Clerk, ST, via first-class mail.

* BPDM PROPERTIES 2018 LLC
155 OFFICE PLAZA DRIVE
TALLAHASSEE, FL 32301

BEFORE THE ADMINISTRATIVE HEARING OFFICER

City of DeKalb, ILLINOIS

164 E. Lincoln Highway, DeKalb, IL 60115

CITY OF DEKALB, a Municipal Corporation,)
Petitioner,)

DOCKET NO.: 22AH1021

vs.)

* BPDM PROPERTIES 2018 LLC,)
Respondent.)

Case/Citation No. EN22-0005

Table with 3 columns: HEARING OFFICER (John J. Grotto), INSPECTOR/OFFICER/FPO, PROSECUTOR (Matthew D. Rose), and RESPONDENT'S ATTORNEY. Includes a 'RESPONDENT PRESENT' checkbox section with 'Y' and 'N' options.

ORDER

This matter comes on for Hearing, due Notice having been given and the Hearing Officer being fully advised, in the premises, IT IS HEREBY ORDERED THAT:

On Motion of: [X] Petitioner / [] Respondent / [] Hearing Officer, this matter continued to 6/6/2022 at 9:00 a.m. for:

- Checkboxes for Hearing, Attorney, Agreed Inspection, Status, Proof of Compliance, Assessment/Reconsideration of fines, This matter dismissed without prejudice, This matter dismissed with prejudice, City's Motion to Admit Exhibits is Granted, with leave to withdraw following hearing, Return for Payment (no appearance required if paid in full), Judgment or finding of liability to enter: By Default, After hearing, Respondent admitting liability, Respondent found not liable, Full payment is due immediately, City is authorized to dispose or destroy evidence seized after 35 days, Fines/Costs assessed as follows: 2 violation(s) at \$ 500.00 per violation \$ 1000.00 per day \$ 100.00 TOTAL \$ 1100.00

[X] Other: Respondent failed to appear and was found liable.

NOTICE

This Administrative Order is authorized by City of DeKalb ordinance and State of Illinois statute. You have the right to appeal this decision pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101, et seq., by filing a proper lawsuit against the City of DeKalb and other necessary parties within 35 days of a final Order. Any fines or fees imposed are due and payable immediately. If you fail to pay fines, the City may proceed to collection or may enforcement the judgment through the Circuit Court, liens or other available remedies. Any vehicle impounded will be subject to be disposed of as an unclaimed vehicle after 30 days from the date of this decision.

RECEIVED BY:

ENTERED: 4/18/2022

Handwritten signature of the Administrative Hearing Officer.

Respondent's Signature

Administrative Hearing Officer

Copy of Order mailed to Respondent on 4/19/22 by Clerk via first-class mail.

**CITY OF DEKALB
COMPLAINT & NOTICE TO APPEAR**

COMPLAINT

22AH1021

EN22-0005
Dept. Case No.

STATE OF ILLINOIS
COUNTY OF DEKALB

BEFORE THE ADMINISTRATIVE HEARING OFFICER, CITY OF DEKALB,
ILLINOIS
DeKalb Municipal Building, 164 E. Lincoln Highway, DeKalb, IL 60115

CITY OF DEKALB, ILLINOIS, a Municipality vs.

RESPONDENT'S NAME		SEX	RACE	DOB
* BPDM PROPERTIES 2018 LLC				1/1/1990
ADDRESS (STREET, CITY, STATE, ZIP)				
155 OFFICE PLAZA DRIVE TALLAHASSEE, FL 32301				
HT	WEIGHT	HAIR	EYES	DLN STATE

VIOLATION: On or about 3/16/2022 at 12:00 hours, at 825 PLEASANT ST (location) in the City of DeKalb, Illinois, the Respondent did then and there unlawfully commit the offense(s) of City of DeKalb Municipal Code under the Chapter, Article and Section(s) noted below:

24 CITY 10-302.11 UNAPPROVED SURFACE PARKING - Vehicle was parked on the grass in the front yard of the property.

24 CITY 10-302.1.1 EXTERIOR PROPERTY AREAS-PLANTING OF GRASS - Vehicles have driven and parked on the grass in the front yard of the property. All affected areas must be properly graded and seed/sod must be put down.

T. C. W.
Signature

Code Compliance
Coordinator
Title

03/16/2022
Date

HEARING APPEARANCE REQUIRED Date 4/18/2022 Time: 9:00 am
Location: DeKalb Police Department, Community Room 203, 700 West Lincoln Highway, DeKalb, Illinois 60115
Your failure to appear at the above hearing will result in a default judgment being entered against you.

Served by Personal Service
I hereby acknowledge receipt of a copy of this Complaint. _____
Signature of Respondent

Served by First-Class Mail

**POTENTIAL PENALTIES
IN ADMINISTRATIVE HEARING CASES**
In the event you are found liable for the alleged violation(s), you will be potentially subject to additional fines (up to \$1,000 per occurrence, per day, for each day the violation(s) occur(s) and hearing costs (up to \$100 per charge). Failure to pay fines entered in an administrative hearing case may result in your case being referred to collections and additional fees being added.

EXHIBIT D
(The 23AH112 Citation)

**CITY OF DEKALB
COMPLAINT & NOTICE TO APPEAR**

COMPLAINT

23AH112

ECC23-0052

Dept. Case No.

STATE OF ILLINOIS
COUNTY OF DEKALB

**BEFORE THE ADMINISTRATIVE HEARING OFFICER, CITY OF DEKALB,
ILLINOIS**

DeKalb Municipal Building, 164 E. Lincoln Highway, DeKalb, IL 60115

CITY OF DEKALB, ILLINOIS, a Municipality vs.

RESPONDENT'S NAME				SEX	RACE	DOB
* BPDM PROPERTIES 2018 LLC						1/1/1990
ADDRESS (STREET, CITY, STATE, ZIP)						
155 OFFICE PLAZA DRIVE TALLAHASSEE, FL 32301						
HT	WEIGHT	HAIR	EYES	DLN	STATE	

VIOLATION: On or about 1/24/2023 at 12:00 hours, at 825 PLEASANT ST (location) in the City of DeKalb, Illinois, the Respondent did then and there unlawfully commit the offense(s) of City of DeKalb Municipal Code under the Chapter, Article and Section(s) noted below:

- 24 CITY 10-108.1.3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY - Interior rooms are missing portions of ceiling and flooring, organic growth throughout interior, and no utilities including water, electric, or gas.
- 24 CITY 10-304.5 FOUNDATION WALLS - Foundation walls are collapsing from a previously removed tree.
- 24 CITY 10-605.4 ELECTRICAL EQUIPMENT-WIRING - Exposed wiring throughout the property.
- 24 CITY 10-305.3 INTERIOR STRUCTURE/INTERIOR SURFACES - Interior of property is in extreme disrepair. Missing flooring, ceiling collapsed, damaged drywall/plaster.
- 24 CITY 10-304.13 EXTERIOR STRUCTURE-WINDOW,SKYLIGHT & DOOR FRAMES - Exterior windows have broken or missing glass and metal fascia is falling off.
- 24 CITY 1-3302.1 ALTERATIONS, REPAIRS, AND ADDITIONS (CONSTRUCTION SAFEGUARDS) - A large amount of dirt was removed around an exterior portion of foundation wall for the last several months, allowing for the potential collapse of the foundation wall. Also, there are no adequate barriers around the trench, causing a significant hazard.


Signature

Code Compliance
Coordinator
Title

1/24/2023
Date

HEARING APPEARANCE REQUIRED Date 2/13/2023 Time: 9:00 am
Location: DeKalb Police Department, Community Room 203, 700 West Lincoln Highway, DeKalb, Illinois 60115
Your failure to appear at the above hearing will result in a default judgment being entered against you.

Served by Personal Service
I hereby acknowledge receipt of a copy of this Complaint. _____
Signature of Respondent

ORIGINAL – CLERK / COPY 1 – RESPONDENT / COPY 2 – DEPARTMENT

GROUP EXHIBIT E
(The Demolition Bids)

Wagner Excavating LLC

P.O. Box 611
2590 Wagner Court
DeKalb, IL 60115

Email: billing@wagnerexc.com
Phone: 815-787-0852
Fax: 815-754-4633

April 27, 2023

City of DeKalb
825 Pleasant St DeKalb, IL
Home & Garage Demo

Description of Work:

Machine time to demolish and load out landfill related materials	\$	5,100.00
Landfill related materials hauled away with dump fees (approximately 285 yards)	\$	8,400.00
IEPA 10 day permit	\$	350.00
Machine time to demo and load out foundation	\$	3,300.00
Concrete and block foundation hauled away with dump fees	\$	3,300.00
Unhook sewer service in road with concrete and asphalt road patch	\$	8,600.00
Backfill hole with clay and place 4" of black dirt on top	\$	1,400.00
Haul in clay to fill hole	\$	1,200.00
Haul in topsoil	\$	1,200.00
Grade and seed lot	\$	2,500.00
Total	\$	35,350.00

Excludes the following:

Asbestos testing & remediation if required

Disconnecting Water Service

This quote is valid for 90 days

Thank you for the opportunity to present you with this proposal. If you have any questions regarding this or any other project, please feel free to call me at: 815-751-2588

Respectfully submitted,

Jared Wagner
Wagner Excavating LLC
billing@wagnerexc.com

RB Dumpsters, LLC

1703 State Street
Dekalb, IL 60115

Proposal

Date	Estimate #
4/26/2023	55

Name / Address
City of Dekalb 164 East Lincoln Highway Dekalb, IL 60115

Project

Description	Qty	Rate	Total
This proposal is for 826 Pleasant St, Dekalb - We will demolish the house & garage Haul away all debris, foundation, sidewalks & driveway. We will disconnect the sewer at the main We will back fill foundation and sidewalks with clean fill and place grass seed and erosion blanket down in dirt areas. All material will be disposed of at a state approved landfill. City is doing EPA & disconnecting the water, comed, & nicor. Site will be blocked off with temporary fencing while work is being completed.		36,872.00	36,872.00
Total			\$36,872.00

Signature _____

Phone #
815-756-7283

Web Site
www.rbservicesdekalb.com

INDEVCON



Independent Environmental Consultants, Inc.

901 N. 1st Street, Suite 11
Phone (815) 758-6896

DeKalb, Illinois 60115
Fax (815) 748-2515

Mr. Andy Raih, Director of Public Works
CITY OF DEKALB
1216 Market Street
DeKalb, IL 60115

May 16, 2023
Proposal CD-52316022

RE: ASBESTOS ABATEMENT AT 825 PLEASANT STREET, DEKALB, ILLINOIS.

Dear Mr. Raih:

Thank you for providing INDEVCON with the opportunity to provide a quote for the project referenced above. This proposal and contract have been prepared to document the scope of work and costs associated with a typical residential asbestos abatement.

INTRODUCTION & OBSERVED SITE CONDITIONS

Based visual examination, approximately 180 square feet of asbestos bearing tape/wrap, spread over at least 2 locations, was observed on the duct work in the basement and walls of the single family private residence.

SCOPE OF WORK - ASBESTOS ABATEMENT

Based on the conditions expected to be encountered from observations made by a qualified and experienced INDEVCON, Inc. representative, the following tasks will be performed or implemented by our firm:

- o All activities will be performed or supervised by an INDEVCON Certified Remediation Specialist.
- o Work areas will be sealed - walls, floors and ceilings - with 6 mil plastic sheeting to exclude dust from the rest of the building.
- o Negative air pressure will be established and maintained by a HEPA filtration machine designed to remove 0.3 micron and larger particles from potentially tainted interior atmospheric air during abatement. The HEPA filter/air mover will be discharged to the outside atmosphere through a window.
- o All accessible ACM materials on and within the duct work will be thoroughly wetted. All ACM ductwork will be removed by the wet gross bag method. All waste will be double bagged in labeled 6 mil bags and properly disposed of in the appropriate manner at a landfill licensed to dispose of asbestos materials.
- o Any remaining exposed metal surfaces will be thoroughly cleaned, dried and sprayed with a special adhesive to trap, encapsulate and affix any errant fibers to the metallic surfaces. The floors will be wet swept and triple mopped to remove any loose fibers.

COST ESTIMATE - The tasks detailed in the preceding paragraphs will be performed on a Time & Materials basis at \$ 150.00/hour for the following estimated fees (total project cost not to exceed \$ 1,000.00):

1. Exposed ACM Duct Wrap Removal: 4 man hours @ \$ 150.00/hour \$ 600.00

Estimated Total to Complete Asbestos Abatement \$ 600.00

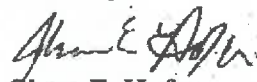
Professional, Practical Environmental Solutions

The work proposed covers all visible and disclosed accessible ACM materials ONLY. Any undiscovered or inaccessible materials that may be found during demolition behind or within walls, in ceilings and etc. will be dealt with during those activities, if necessary. Based on observations and examination of the open walls and floors of the house, no additional ACM materials are expected. Removal of undiscovered ACM materials during demolition would increase the total cost, and are NOT addressed by this proposal. *Any additional work that may become necessary to complete the scope of this proposal will be approved by CLIENT prior to initiating any tasks outside of the estimate.* Any and all cost savings that may become available will be passed on to the CLIENT.

INDEVCON is available to commence work once we receive two (2) signed original copies of the Professional Services Agreement. We will then sign both copies of the PSA, forward one (1) copy for your records, and commence work at your convenience. Payment in full is to be made upon completion of abatement.

We appreciate the opportunity to submit this work plan and cost estimate to you. Should there be any questions, or if additional information is required, please call.

Sincerely,



Glenn E. Hofer
CRS No. 12988

PROFESSIONAL SERVICES AGREEMENT

COMPENSATION. The estimated total cost to perform the T & M work outlined in Proposal No. CD-52316022, herein become part of this agreement by reference and attachment is \$ 600.00, and shall not exceed \$ 1,000.00 in any circumstance. Any additional costs will be approved by CLIENT prior to the performance of any work outside of the scope of the proposal. Should the costs incurred be less than the estimate, the cost savings will be passed on to the CLIENT. **Work will commence upon receipt of authorization, constituted by two (2) signed copies of this Professional Services Agreement.** Final payment of all fees shall be made upon completion of abatement services.

REPRESENTATIONS & WARRANTIES. CONSULTANT hereby represents and warrants to CLIENT that CONSULTANT has the capability, experience and means required to perform the Services proposed. Such Services will be performed in a manner consistent with generally accepted professional practices for single family private residences.

SPECIAL PROVISIONS. In the event a breach occurs in this agreement, and either party incurs legal fees, collection costs or other costs associated with interpreting or enforcing this agreement, the prevailing party shall be entitled to recover reasonable costs, including attorney fees, litigation costs, service fees, statutory interests and other similar costs. Liability is strictly limited to the cost of completing this contract. This contractual agreement is hereby entered into as of the date(s) noted by the signatories below.

CLIENT NAME: Mr. Andy Raih, D.P.W. _____ Date _____
CITY OF DEKALB
1216 Market Street
DeKalb, IL 60115

ACCEPTED BY: Mr. Glenn Hofer _____ Date _____
INDEVCON, Inc.
901 N. 1st Street, Suite 11
DeKalb, IL 60115

EXHIBIT F
(Agreed Order)

**BEFORE THE ADMINISTRATIVE HEARING OFFICER
CITY OF DEKALB, ILLINOIS**

City of DeKalb, a Municipal Corporation,) Docket No.: 23AH112
 Petitioner,) Address: 825 Pleasant St., DeKalb, IL 60115
 vs.) Violation:
) Zoning Vehicle Seizure/Impd
) Parking Property Maintenance
 BPDM PROPERTIES 2018 LLC,) Fire Other: _____
 Respondent.)

Hearing Officer Grotto	Clerk	City Attorney Rose
Code Enforcement	Finance	Resp. Attorney Appelman

Petitioner present: Yes No

Respondent present: Yes No

AGREED ORDER

This matter comes on for Hearing, due Notice having been given and the Hearing Officer being fully advised, in the premises, IT IS HEREBY ORDERED THAT:

On Motion of _____ this matter continued to _____ at _____ AM/PM
 For:

- | | |
|--|--|
| <input type="checkbox"/> Hearing | <input type="checkbox"/> This matter dismissed without prejudice. |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> This matter dismissed with prejudice. |
| <input type="checkbox"/> Agreed inspection: _____ | <input checked="" type="checkbox"/> Judgment or finding of liability to enter: |
| <input type="checkbox"/> Proof of compliance | <input checked="" type="checkbox"/> Respondent admitting liability |
| <input type="checkbox"/> Assessment /Reconsideration of fines | <input type="checkbox"/> Respondent found not liable |
| <input type="checkbox"/> Service of Notice of Hearing and Violation Notice | <input checked="" type="checkbox"/> Fines/Costs assessed as follows: |
| <input type="checkbox"/> Payment | 1 violation(s) at \$0 per violation \$ 0 |
| <input type="checkbox"/> If paid in full before the above date, you need not appear. | per day \$ 0 |
| <input type="checkbox"/> Full payment is due immediately. | Costs \$ 0 |
| | TOTAL \$ 0 |

Other: (1) Respondent admits liability to 24 CITY 10-108.1.3 (structure unfit for human occupancy); (2) City voluntarily dismisses without prejudice all other remaining charges; & (3) City shall be allowed to demolish the structure pursuant to the City's Municipal Code and 65 ILCS 5/11-31-1(e),

NOTICE

This Administrative Order is authorized by City of DeKalb ordinance and State of Illinois statute. You have the right to appeal this decision pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101, et seq., by filing a proper lawsuit against the City of DeKalb and other necessary parties within 35 days of a final Order. If you fail to pay fines, the City may proceed to collection. Any vehicle impounded will be subject to being disposed of as an unclaimed vehicle after 30 days from the date of this decision.

ENTERED: _____, 20____

Respondent's Signature

Administrative Hearing Officer

Copy of Order mailed to Respondent on _____ by _____
 (date)
 _____, via first-class mail.
 (initials)

Daily Chronicle

DAILY CHRONICLE

6/12

Publication Name:

Daily Chronicle

Publication URL:

www.daily-chronicle.com

Publication City and State:

DeKalb, IL

Publication County:

DeKalb

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

202306120907126939847

1122051138

Notice URL:

[Back](#)

Notice Publish Date:

Saturday, June 10, 2023

Notice Content

PUBLIC NOTICE NOTICE TO REMEDIATE NOTICE IS HEREBY GIVEN to all owners, interested parties and lienholders of record of the property commonly known as 825 Pleasant Street, DeKalb, Illinois, 60115 and legally described below (the "Subject Property") that, pursuant to 65 ILCS 5/11-31-1(e), the City of DeKalb's Chief Building Official has determined that the building located on the Subject Property is open, vacant, and an immediate and continuing hazard to the community. The Subject Property is legally described as follows: Lot 10 in Block 4 in Gilson's Addition to the City of DeKalb, according to the Plat thereof recorded March 18, 1856, in Book "A" of Plats, Page 21, in DeKalb County, Illinois. Common Address: 825 Pleasant St., DeKalb, IL 60115 PIN: 08-23-207-018 NOTICE IS FURTHER GIVEN that if the owner or owners of the Subject Property, or the lienholders of record of the Subject Property, do not take action to demolish the building and remove the debris so that the immediate and continuing hazard to the community is remediated and no longer exists, the City of DeKalb may enter the Subject Property, demolish said building, and remove all debris from the Subject Property. NOTICE IS FURTHER GIVEN that it is the intent of the City of DeKalb to demolish the building on the Subject Property and remediate the hazard to the community if the owner or owners of the Subject Property, or the lienholders of record of the Subject Property, do not take action to demolish the building on the Subject Property and remove the debris so as to remediate the hazard to the community within thirty (30) days of the mailing of the Notice to Remediate. City of DeKalb (Published in the Daily Chronicle June 9, 10, 13, 2023) 2084845

[Back](#)