

JOURNAL OF PROCEEDINGS

**REGULAR MEETING
City Council of the City of Calumet City
Cook County, Illinois**

OCTOBER 26, 2017

Public Forum

Joe Balkis 117 155th Street commented on the minimum wage.

Jerry Shannon 315- 157th Street commented on the position of public comment on the agenda and the minimum wage.

CALL TO ORDER

Pledge of Allegiance

The City Council of the City of Calumet City met in the City Council chambers in a regular meeting on October 26, 2017 at 7:38 p.m. with Mayor Michelle Markiewicz Qualkinbush present and presiding.

ROLL CALL

PRESENT: 6

ALDERMEN: Navarrete, Wosczyński, Tillman, Gardner, Smith,
Williams

ABSENT: 1

ALDERMAN: Patton

Also present were City Clerk Figgs, City Treasurer Tarka, City Attorney Horvath, Purchasing/ Personnel Director Murray, Police Chief Fletcher, Fire Chief Bachert, Public Works Director Manousopoulos, Economic Director Saunders and Inspectional Services Asst. Director Kyles.

There being a quorum present the meeting was called to order.

Approval of Minutes

8/10/17 Regular Meeting

8/24/17 Regular Meeting

Alderman Williams moved, seconded by Alderman Wosczyński to approve the minutes as presented.

MOTION CARRIED

Defer Action on the Minutes 9/20/17 Special Meeting

Alderman Tillman moved, seconded by Alderman Wosczyński, to defer action on the minutes.

MOTION CARRIED

Defer regular order

Alderman Wosczyński moved, seconded by Alderman Williams, to defer the order of business to read Resolution #1.

MOTION CARRIED

Resolution Thanking Home Depot
Manager Joseph Jackson and
Team Depot

Resolution Thanking Home Depot, Joseph Jackson, the Manager of Home Depot, Inc. and Team Depot for their Community Service and Donations to the Community.

Pass resolution as read
(Res. #17-56)

Alderman Wosczyński moved, seconded by Alderman Smith, to pass the resolution as read.

MOTION CARRIED

(Resolution attached as 2A, 1)

REPORTS OF STANDING COMMITTEES

Finance

Alderman Wosczyński had no report.

Public Safety

Alderman Patton had no report.

Public Utilities

Alderman Williams had no report.

Ord. & Res.

Alderman Tillman had no report.

H.E.W.

Alderman Gardner had no report.

Permits & Licenses

Alderman Smith had no report.

Public Works

Alderman Navarrete had no report.

A resolution

adopted by *The City Council*
of the *City of Calumet City, Illinois*

RES # 17-56



Presented by Mayor Michelle Markiewicz Qualkinbush on October 26, 2017

Whereas

WHEREAS, the corporate citizens doing business in our community provide numerous services to the City's residents; and

WHEREAS, active participation in community events by corporate citizens is of special importance because it helps to provide sponsorship for programs for City residents to enjoy; and

WHEREAS, Home Depot working through the efforts of Joseph Jackson, its store manager and Team Depot, is one of the corporate citizens doing business in the City that participated as a sponsor of numerous community events; and

WHEREAS, Home Depot, Joseph Jackson and Team Depot have through dedicated and continuous community service and generous donations made the lives of the citizens of Calumet City better and more enjoyable; and

WHEREAS, Home Depot, Joseph Jackson and Team Depot deserve recognition and thanks for their participation and generosity.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its Home Rule Powers, as follows:

Section 1. That the Mayor and Members of the City Council wish to extend a special thank you to Home Depot, Joseph Jackson and Team Depot for their donations, generosity and dedicated service to the community and its citizens.

Section 2. That the City Clerk be and she is hereby authorized and directed to forward a certified copy of this Resolution to Home Depot and Team Depot in care of Joseph Jackson.

Section 3. That 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 Calumet City, Cook County, Illinois and **APPROVED** by the Mayor of the City of Calumet City, Cook County, Illinois on this 26th day of October, 2017.

Michelle Markiewicz Qualkinbush, Mayor

ATTEST:

Nyota T. Figgs, City Clerk

1
Regular Meeting 10/26/17 - 2A

CITY COUNCIL REPORTS

Mayor Michelle

Mayor Michelle stated public comment is listed first on the agenda so that residents have an opportunity to read the agenda and comment before the council votes. Agendas are posted on line and in the clerk's office two days prior to the meeting.

City Clerk Figgs

No Report.

City Treasurer Tarka

No Report.

Ald. Navarrete

Alderman Navarrete commented on the successful meetings held at the schools recently and stated the free after school program at St. Andrews Church is growing thanks to the Police and Fire Departments. The program runs from 4pm to 7pm on Monday, Tuesday, Thursday and Friday.

Mayor Michelle

Mayor Michelle added the after school program is called C.R.E.W. Calumet City Resource Education Workshop sponsored by the Police and Fire Departments located at St. Andrews.

Ald. Wosczynski

Alderman Wosczynski commented on public comment and announced starting November 8th residents will receive information for the 2nd Ward Annual Thanksgiving food drive. Drop off items of non-perishable food items at Home Depot, Walgreens (Torrence) ,BMO Bank, Financial Federal Bank, First Savings Bank of Hegewisch and the City Clerk's office. The resource center is in need of donations.

Ald. Tillman

Alderman Tillman thanked the Children's Home Center for the Trunk or Treat earlier in the day. A community meeting is scheduled for November 6th at 6:30 pm at Downey Park. Public Works and the Community and Economic Development Dept. will be present.

Ald. Williams

Alderman Williams gave honor to God.

Alderman Williams thanked the residents and volunteers that attended last week's Ice Cream Social. Alderman Williams thanked the residents, elected officials and staff members that attended the 4th Ward Town Hall meeting on October 21st at New Life Non-Denominational Church. Alderman Williams also thanked CEDA, Sam's Club, Project Prevention and Code Brown for providing important information to the residents. The 1st Annual 4th Ward Trunk or Treat in connection with Project Prevention is scheduled for Saturday, October 28th from 11:00 am- 2:00 p.m. at Sibley and Crandon. Alderman Williams stated approximately 135 turkeys have been promised to residents. Call for more information. Residents can RSVP for the holiday dinner, food baskets or Secret Santa call 708/212-2240 for more information. Toy Drive and Coat Drive boxes will be going out later this week. Donation drop off sites will be listed on the access channel.

Ald. Gardner

Alderman Gardner reported residents are encouraged to attend the 5th Ward Crime Watch meetings that are held the 3rd Monday of every month at the Police Department in the Training Room located at 1200 Pulaski Road starting at 6:30 pm. Residents are also encouraged to attend the November 14th Town Hall meeting at St. Andrew's Church from 7:00 p.m. – 8:30 p.m.

Ald. Smith

Alderman Smith reported the 7th Ward newsletters were mailed to homes. The 7th Ward Town Hall meeting is scheduled for next Saturday at the library located at 660 Manistee from 11 a.m. to 1:00 p.m. Alderman Smith thanked everyone including elected officials, the school staff and school board that attended the October 19th Town Hall meeting at Hoover School gymnasium. Alderman Smith apologized to the residents of the Parks of River Oaks for cancelling the October 25th meeting. The meeting will be rescheduled. Residents interested in Thanksgiving food baskets should call Alderman Smith's office at 708/891-8197. Residents requiring energy bill assistance should contact Thornton Township at 708/596 6040 or visit 33 East 162nd Street in South Holland 9a.m.- 5 p.m. Monday through Friday.

Leaf pickup program

Mayor Michelle reported leaf pick up will begin November 1, 2017. Please rake leaves to the curb and not in the streets. The Access Channel will have the schedule of pick up dates.

INFORMATIONAL ITEMS TO BE PLACED ON FILE

Comcast

RE: Comcast Newsmakers.

City Treasurer Tarka

RE: Revenue & Expense Report for the Month of July 2017.

City Treasurer Tarka

RE: Revenue & Expense Report for the Month of August 2017.

City Treasurer Tarka

RE: Revenue & Expense Report for the Month of September 2017.

PACE

RE: 2018 Budget

CDBG Block Grant Program

RE: 2017 Subrecipient Agreement

Accept & place on file

Alderman Wosczyński moved, seconded by Alderman Tillman, to accept the communications and place on file.

MOTION CARRIED

NEW BUSINESS

Approve Placing No Parking Sign- 5 Detroit

Approve a “No Parking” sign to be placed in front of 5 Detroit; direct Public Works to post sign.

Delete item form the agenda

Alderman Gardner moved, seconded by Alderman Smith, to remove item #1 from the agenda.

MOTION CARRIED

#2: Approve resident parking 287 Luella

Approve resident parking sign to be placed in front of 287 Luella; direct Public Works to post sign.

#3: Approve “Leash and Curb your dog” sign – corner of 155th Street and Lincoln

Approve a “Leash and Curb your dog per City Ordinance” sign at the corner of 155th Street and Lincoln at the northeast corner of the vacant lot; direct Public Works to post sign.

#4: Approve Placing No Parking Sign and paint the curb - 364 Yates

Approve a “No Parking” sign at 364 Yates Ave (by the fire hydrant) and paint the curb yellow on both sides of the hydrant; direct Public Works to post sign and

#5: Approve Halloween “Trunk or Treat”-October 28, 2017 Approve a Halloween “Trunk or Treat” in the lot at Sibley Blvd. and Crandon Ave. from the hours of 11 a.m. – 4 p.m. on October 28, 2017.

#6: Authorize Police/Fire Comm. to promote (1) Sergeant Authorize Police and Fire Commission to promote (1) Sergeant to fill the vacancy created by the retirement of Sgt. Josie Perz on 10/9/17. A motion was made and approved on 10/12/17 to hire (1) new officer due to Sgt. Perz’s retirement.

#7: Authorize Police/Fire Comm. to promote (1) each- Captain, Lieutenant, Sergeant and Officer Authorize Police and Fire Commission to promote (1) Captain, (1) Lieutenant, (1) Sergeant and (1) Officer to fill the vacancy created by the retirement of Captain Kevin Glaser on 10/23/17.

#8: Attorney to prepare Resolution- School Board Member’s Day Direct City Attorney to prepare a resolution in recognition of School Board Member’s Day

Approve New Business #2-#8 Alderman Wosczyński moved, seconded by Alderman Smith, to approve items #2-#8 as presented.

ROLL CALL

YEAS:	6	ALDERMEN:	Navarrete, Wosczyński, Tillman, Gardner, Smith, Williams.
NAYS:	0	ALDERMEN:	None
ABSENT:	1	ALDERMAN:	Patton

MOTION CARRIED

BUILDING PERMITS

FENCE PERMIT – (PRIVACY)		
817 Burnham	Privacy	6 th Ward
1422 Hirsch	Privacy (Flood Plain)	6 th Ward
316- 155 th St	Privacy	5 th Ward
543 Merrill	Privacy	4 th Ward
122 – 157 th St	Privacy	5 th Ward
207 – 156 th Pl	Privacy	5 th Ward
502 Buffalo	Privacy	7 th Ward

Approve Building Permits

Alderman Tillman moved, seconded by Alderman Williams, to approve the building permits as submitted. MOTION CARRIED

RESOLUTIONS AND ORDINANCES

#2: Resolution Urging Federal Elected Officials to Support Raising the Federal Minimum Wage and Minimum Tipped Wage
(Res. # 17-57)

Resolution Urging our Federal Elected Officials to Support Raising the Federal Minimum Wage and Minimum Tipped Wage.

(Resolution attached as 7B, 1-5)

#3: Resolution Urging our State Elected Officials to Support Raising the State Minimum Wage and Minimum Tipped Wage
(Res. #17-58)

Resolution Urging our State Elected Officials to Support Raising the State Minimum Wage and Minimum Tipped Wage.

(Resolution attached as 7C, 1-5)

#4: Resolution for Facility Encroachment for CSX Railroad
(Res. # 17-59)

Resolution for Facility Encroachment for CSX Railroad as it relates to the VG Water Supply Water Main Improvement recently awarded at the October 12, 2017 City Council Meeting. (Resolution attached as 7D, 1-22)

#5: Amend resolution 11-53 to add additional parcel 543-545 Forsythe Avenue
(Res. #17-60)

Resolution to amend resolution 11-53 to add additional parcel 543-545 Forsythe Avenue; and authorizing the Clerk and / or Corporation Counsel to execute all documentation necessary to effectuate said conveyance of surplus real estate. (Resolution attached as 7E, 1-2)

#6: Resolution auth. Execution and Submittal of Subrecipient Agreement the 2017 CDBG Program
(Res.#17-61)

Resolution authorizing Execution and Submittal of Subrecipient Agreement for the 2017 Community Block Grant (CDBG) Program.

(Resolution attached as 7F, 1)

#7: Ordinance Amending Handicapped Parking 410 Yates Ave. and 591 Bensley Ave.
(Ord. #17-39)

Ordinance Amending Chapter 90 of the Municipal Code of the City of Calumet City – Handicapped Parking- by adding: 410 Yates Ave. and 591 Bensley Ave.

(Resolution attached as 7G, 1-3)

Pass Resolutions and adopt Ordinances #2-#7 as presented

Alderman Smith moved, seconded by Alderman Wosczyński, to pass the resolutions and adopt the ordinance as presented.

**THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 17-57**

**A RESOLUTION URGING OUR FEDERAL ELECTED OFFICIALS
TO PROPOSE LEGISLATION RAISING THE FEDERAL
MINIMUM HOURLY WAGE AND MINIMUM TIPPED WAGE**

**MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA T. FIGGS, City Clerk**

**MICHAEL NAVARRETE
MAGDALENA J. "LENI" WOSZYNSKI
DEANDRE TILLMAN
RAMONDE WILLIAMS
DEJUAN GARDNER
JAMES R. PATTON, JR.
ANTHONY SMITH**

Aldermen

**Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on 10/26/17
City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805**

RESOLUTION NO. R- 17-57

**A RESOLUTION URGING OUR FEDERAL ELECTED OFFICIALS
TO PROPOSE LEGISLATION RAISING THE FEDERAL MINIMUM HOURLY WAGE
AND MINIMUM TIPPED WAGE**

WHEREAS, the City of Calumet City, Cook County, Illinois (the “City”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such is delegated the authority to promote matters such as increasing the minimum hourly wage and minimum tipped wage for the benefit of its citizens; and

WHEREAS, at the April 4, 2017 general election, the residents of Calumet City voted overwhelmingly by a total of 3,317 “yes” votes to only 738 “no” votes for a more fair and equitable minimum hourly wage to be implemented in Calumet City; and

WHEREAS, the Mayor and City Council acknowledge the great support Calumet City residents exhibited for implementation of a more fair and equitable minimum hourly wage, but also recognize that by doing so only in Calumet City it will put local businesses at a competitive disadvantage to those in the State of Indiana and in neighboring municipalities; and

WHEREAS, the Mayor and City Council consider the most effective means to achieve legislation enacting minimum hourly wages and minimum tipped wages at levels that are fair and equitable to both employers and employees is to have a uniform increases created on a national level; and

WHEREAS, the Mayor and City Council consider the officials elected to federal office, and who represent congressional districts serving the residents of Calumet City, collectively represent a powerful and effective voice to propose and encourage their fellow Senators and Representatives to enact an equitable increase in the minimum hourly wage and minimum tipped wage in the United States that is fair and equitable for both workers and their employers; and

WHEREAS, the Mayor and City Council believe by enacting a fair and equitable increase in the minimum hourly wage and minimum tipped wage in the United States the United States Congress will eliminate economic uncertainty and provide a viable means for numerous hard working and industrious citizens to achieve economic independence, without creating adverse economic consequences for employers and small businesses; and

WHEREAS, by acting at the federal level to increase the minimum wage, rather than relying on individual communities to determine whether it is advantageous or adverse to do this within their limited jurisdictions, the United States Congress will eliminate economic inequities and unfairness to workers and the businesses who employ them on a national basis;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its home rule powers, as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2: The Mayor and City Council urge and encourage United States Senators Dick Durbin and Tammy Duckworth and Congresswoman Robin Kelly to address the issues of raising the minimum hourly wage and minimum tipped wage by collectively sponsoring legislation in the United States Senate and House of Representatives to implement increases that are fair and equitable for employers and employees.

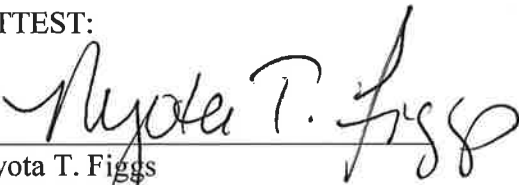
SECTION 3: This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this 26th day of October, 2017, pursuant to a roll call as follows:


	YES	NO	ABSENT	PRESENT
NAVARRETE	X			
WOSZYNSKI	X			
TILLMAN	X			
WILLIAMS	X			
GARDNER	X			
PATTON			X	
SMITH	X			
(MAYOR QUALKINBUSH)				

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this
26th day of October 2017.

ATTEST:



Nyota T. Figgs
CITY CLERK



Michelle Markiewicz Qualkinbush
MAYOR

**THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 17-58**

**A RESOLUTION URGING OUR STATE ELECTED OFFICIALS
TO PROPOSE LEGISLATION RAISING THE STATE
MINIMUM HOURLY WAGE AND MINIMUM TIPPED WAGE**

**MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA T. FIGGS, City Clerk**

**MICHAEL NAVARRETE
MAGDALENA J. "LENI" WOSZYNSKI
DEANDRE TILLMAN
RAMONDE WILLIAMS
DEJUAN GARDNER
JAMES R. PATTON, JR.
ANTHONY SMITH**

Aldermen

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City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805**

RESOLUTION NO. R- 17-58

**A RESOLUTION URGING OUR STATE ELECTED OFFICIALS
TO PROPOSE LEGISLATION RAISING THE STATE
MINIMUM HOURLY WAGE AND MINIMUM TIPPED WAGE**

WHEREAS, the City of Calumet City, Cook County, Illinois (the “City”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such is delegated the authority to promote matters such as increasing the minimum hourly wage and minimum tipped wage for the benefit of its citizens; and

WHEREAS, at the April 4, 2017 general election, the residents of Calumet City voted overwhelmingly by a total of 3,317 “yes” votes to only 738 “no” votes for a more fair and equitable minimum hourly wage to be implemented in Calumet City; and

WHEREAS, the Mayor and City Council acknowledge the great support Calumet City residents exhibited for implementation of a more fair and equitable minimum hourly wage, but also recognize that by doing so only in Calumet City it will put local businesses at a competitive disadvantage to those in the State of Indiana and in neighboring municipalities; and

WHEREAS, the Mayor and City Council consider the most effective means to achieve legislation enacting minimum hourly wages and minimum tipped wages at levels that are fair and equitable to both employers and employees is to have a uniform increases created on a statewide level; and

WHEREAS, the Mayor and City Council consider the officials elected to statewide office, and who represent legislative districts serving the residents of Calumet City, collectively represent a powerful and effective voice to propose and encourage their fellow elected officials to enact an increase in the minimum hourly wage and minimum tipped wage in the State of Illinois that is fair and equitable for both workers and their employers; and

WHEREAS, the Mayor and City Council believe by enacting a fair and equitable increase in the minimum hourly wage and minimum tipped wage in the State of Illinois the General Assembly will eliminate economic uncertainty and provide a viable means for numerous hard working and industrious citizens to achieve economic independence, without creating adverse economic consequences for employers and small businesses; and

WHEREAS, by acting at the state level to increase the minimum wage, rather than relying on individual communities to determine whether it is advantageous or adverse to do this within their limited jurisdictions, the General Assembly will eliminate economic inequities and unfairness to workers and the businesses who employ them on a statewide basis;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its home rule powers, as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2: The Mayor and City Council urge and encourage Governor Bruce Rauner, State Senators Donne E. Trotter and Napoleon Harris, III, and State Representatives Thaddeus Jones, Elgie R. Sims, Jr., and Marcus C. Evans, Jr. to address the issues of raising the minimum hourly wage and minimum tipped wage by collectively sponsoring legislation in the General Assembly of the State of Illinois to implement increases that are fair and equitable for employers and employees.

SECTION 3: This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this 26th day of October, 2017, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT
NAVARRETE	x			
WOSZYNSKI	x			
TILLMAN	x			
WILLIAMS	x			
GARDNER	x			
PATTON			x	
SMITH	x			
(MAYOR QUALKINBUSH)				

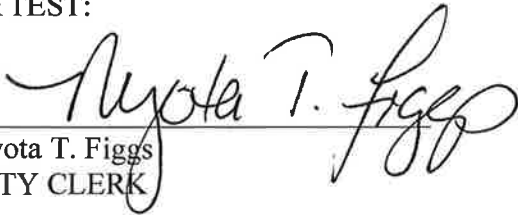
APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this

26th

day of October 2017.

ATTEST:

Nyota T. Figgs
CITY CLERK



Michelle Markiewicz Qualkinbush
MAYOR

**THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 17-59**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A FACILITY ENCROACHMENT AGREEMENT WITH
CSX TRANSPORTATION, INC.**

**MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA T. FIGGS, City Clerk**

**MICHAEL NAVARRETE
MAGDALENA J. "LENI" WOSZYNSKI
DEANDRE TILLMAN
RAMONDE WILLIAMS
DEJUAN GARDNER
JAMES R. PATTON, JR.
ANTHONY SMITH**

Aldermen

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City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805**

RESOLUTION NO. R- 17-59

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A FACILITY ENCROACHMENT AGREEMENT WITH
CSX TRANSPORTATION, INC.**

WHEREAS, the City of Calumet City, Cook County, Illinois (the “City”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”); and

WHEREAS, the City desires to construct, use and maintain one (1) eight inch (8”) diameter sub-grade pipeline crossing (“Facilities”) located at or near Calumet City, Cook County, Illinois, Chicago Division, Barr Subdivision, Milepost DC-6.76, Latitude N41:37:41.00, Longitude W87:32:22.00; hereinafter called Encroachment; and

WHEREAS, CSX Transportation has agreed to license and permit City to construct, repair, renew, operate, use, alter or change the Facilities at the Encroachment; and

WHEREAS, CSX Transportation requires execution of a Facilities Encroachment Agreement attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its home rule powers, as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2: The Mayor is hereby authorized to execute the attached Facility Encroachment Agreement attached hereto as Exhibit "A" by and between the City and CSX Transportation, Inc.

SECTION 3: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION 4: All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

(Intentionally left blank)


PASSED by the Mayor and City Council of the City of Calumet City, Cook County,

Illinois this 26th day of October, 2017, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT
NAVARRETE	X			
WOSZYNSKI	X			
TILLMAN	X			
WILLIAMS	X			
GARDNER	XX			
PATTON			X	
SMITH	X			
(MAYOR QUALKINBUSH)				

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 26th day of October 2017.

ATTEST:


Nyota T. Figgs
CITY CLERK


Michelle Markiewicz Qualkinbush
MAYOR

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of October 9, 2017, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CALUMET CITY WATER SERVICE DEPARTMENT, a municipality of the state of Illinois, whose mailing address is 204 Pulaski Road, Calumet City, Illinois 60409-4115 hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, miscellaneous, located at or near Calumet City, Cook County, Illinois, Chicago Division, Barr Subdivision, Milepost DC-6.76, Latitude N41:37:41.00, Longitude W87:32:22.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection

regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence,

operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any

railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within

thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 708-868-2500.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its

option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for

any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at

eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

**CALUMET CITY WATER SERVICE
DEPARTMENT**

Nyoda T. Legg
City Clerk

By: *Michelle Markiewicz Qualkinbush*
Mayor

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Michelle Markiewicz Qualkinbush

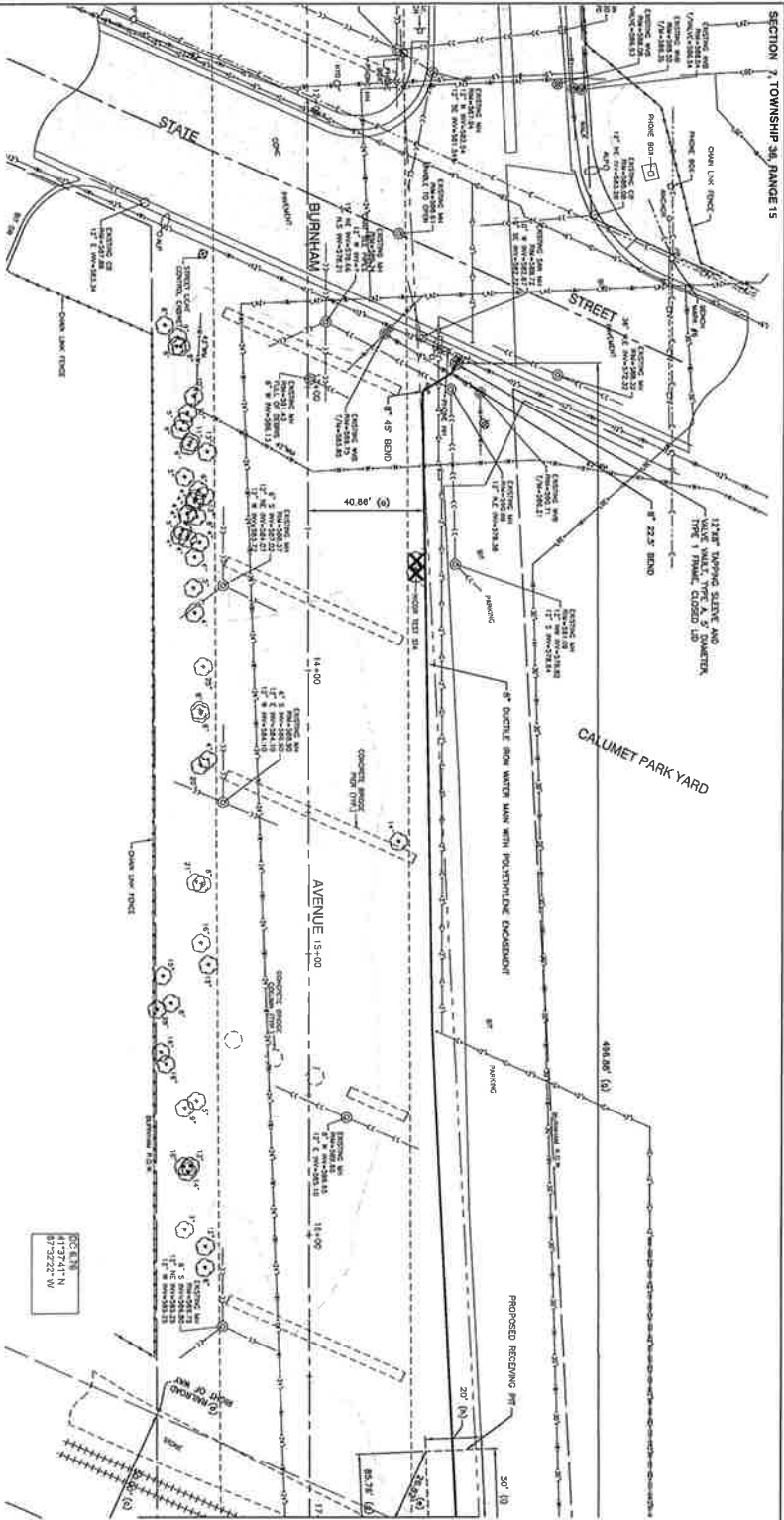
Print/Type Title: Mayor

Tax ID No.: 36-6005813

Authority under Ordinance or

Resolution No. 17-59

Date: October 26, 2017



CSX PROPERTY SERVICES REVIEW
 No Exceptions Exceptions Noted
 This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

Letter	Description
(b)	Distance from crossing to nearest actual in/exit post (feet from MW), OR Distance from crossing to centerline of nearest public road intersection (include DOW crossing if)
(b)	Width of CSX R/W
(c)	Distance from centerline of track to R/W
(d)	Total length of pipe on CSX R/W
(e)	Distance from centerline of nearest track to face of pits or poles at a 90 degree angle to the track(s)
(f)	Angle of crossing
(g)	IF CDW EVENTS UNDER PRESSURE: Distance of shut-off valves from centerline of nearest track
(h)	Width of launching/receiving Pit
(i)	Length of launching/receiving Pit

[Symbol]	EXISTING FIRE HYDRANT
[Symbol]	EXISTING WATER
[Symbol]	EXISTING VALVE W/ACT
[Symbol]	EXISTING VALVE
[Symbol]	EXISTING SILET
[Symbol]	EXISTING CATV MAIN
[Symbol]	EXISTING MANHOLE
[Symbol]	EXISTING ALUMINUM LIGHT POLE
[Symbol]	EXISTING POWER POLE
[Symbol]	EXISTING TREE
[Symbol]	EXISTING SIGNET OF WAY
[Symbol]	EXISTING OVERGROUND ELECTRIC
[Symbol]	EXISTING UNDERGROUND ELECTRIC
[Symbol]	EXISTING OVERHEAD CABLE TV
[Symbol]	EXISTING GAS MAIN
[Symbol]	EXISTING STEEL SPIDER
[Symbol]	EXISTING SANDWICH SIGNET
[Symbol]	EXISTING OVERHEAD TELEPHONE
[Symbol]	EXISTING UNDERGROUND TELEPHONE
[Symbol]	EXISTING WATER MAIN
[Symbol]	CURB & CURB EXISTING WATER MAIN
[Symbol]	PROPOSED WATER MAIN
[Symbol]	PROPOSED HYDRANT w/ AUX. VALVE
[Symbol]	VALVE BOX AND TEE
[Symbol]	PROPOSED WATER VALVE IN WALL
[Symbol]	EXISTING TREE TO BE REMOVED

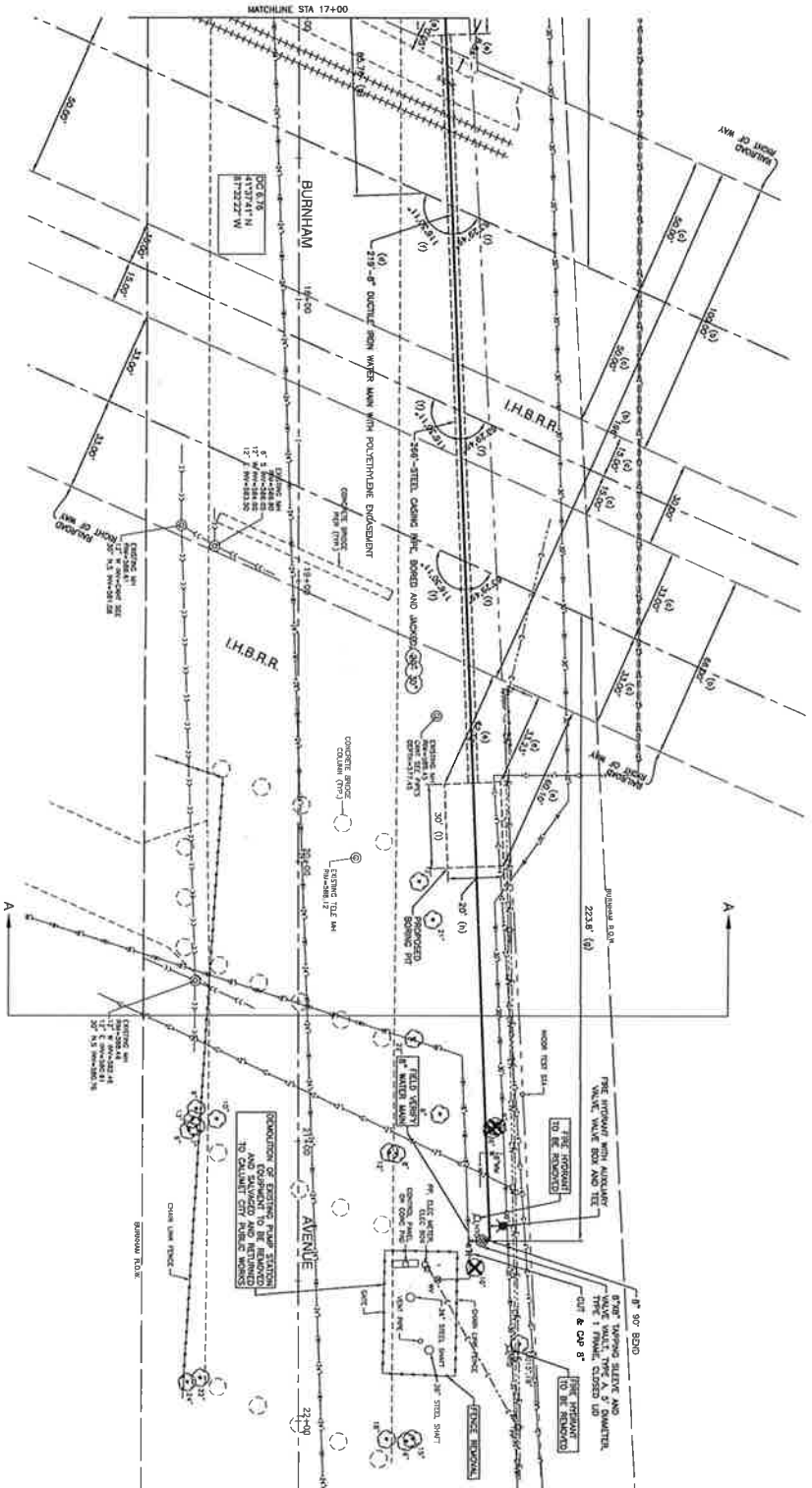
NOTE:
 WALTER LINE RECONSTRUCTION BEING ON THE PLAN AND WALTER LINE SHOULD BE CONSIDERED TO VISUAL FIELD LOOKING.

THE FRONT OF THE CULVERT PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE PULLER FROM LEAVING THE PIPE IF THE PULLER IS TO BE SPUN INTO SUCH AN UNDESIRABLE POSITION OR THE CULVERT PIPE ENDS MUST BE SEALED

ROBINSON ENGINEERING, LTD.
 4400 N. HALSTED STREET, CHICAGO, ILLINOIS 60630
 (773) 831-1000
 4400 N. HALSTED STREET, CHICAGO, ILLINOIS 60630
 (773) 831-1000
 4400 N. HALSTED STREET, CHICAGO, ILLINOIS 60630
 (773) 831-1000

CALUMET CITY, ILLINOIS

PROJECT NO.	10-0317
DATE	08/24/17
ISSUE NO.	01
ISSUE DATE	08/24/17
ISSUE DESCRIPTION	REVISED PER COMMENTS
DESIGNED BY	...
CHECKED BY	...



LEGEND

- ⊙ EXISTING FIRE HYDRANT
- ⊙ EXISTING WATER VALVE
- ⊙ EXISTING WATER VALVE
- ⊙ EXISTING MILET
- ⊙ EXISTING CATCH BASIN
- ⊙ EXISTING MANHOLE
- ⊙ EXISTING ALUMINUM LIGHT POLE
- ⊙ EXISTING POWER POLE
- ⊙ EXISTING TREE
- ⊙ EXISTING RIGHT OF WAY
- ⊙ EXISTING OVERHEAD ELECTRIC
- ⊙ EXISTING OVERHEAD CABLE TV
- ⊙ EXISTING ONE WAY
- ⊙ EXISTING SIGNAL ARM
- ⊙ EXISTING UNDERGROUND TELEPHONE
- ⊙ EXISTING WATER MAIN
- ⊙ EXISTING WATER MAIN
- ⊙ EXISTING WALKWAY
- ⊙ EXISTING UNDERGROUND TELEPHONE
- ⊙ EXISTING TREE
- ⊙ EXISTING TREE TO BE REMOVED

NOTE:

WATER MAIN INFORMATION SHOWN ON THIS PLAN SET WAS OBTAINED FROM GIS DATA. CONFORMANCE TO VERTICALLY ALIGNED DATA.

Letter	Description
(a)	Distance from existing structure to nearest actual milepost
(b)	Distance from centerline of nearest track to face of pipe or poles at a 90 degree angle to the tracks
(c)	Angle of crossing
(d)	IF COMMENTS UNDER PRESSURE: Distance of shut-off valve from centerline of nearest track
(e)	Width of launching/receiving pit
(f)	Length of launching/receiving pit

CSX PROPERTY SERVICES REVIEW

No Exceptions Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

By: *[Signature]*

DOMINICK ENGINEERING, LLC
 1234 N. RIVER ST. CHICAGO, IL 60610
 (773) 333-1234
 LICENSE # 00000001

V.G. WATER SUPPLY MAN
 WATER MAIN IMPROVEMENTS
 PLAN

ILLINOIS

NO.	DATE	REVISION
1	10-2-17	CSX

CALUMET CITY, ILLINOIS

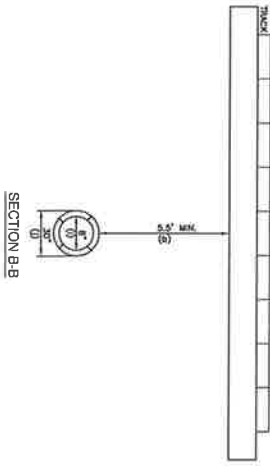
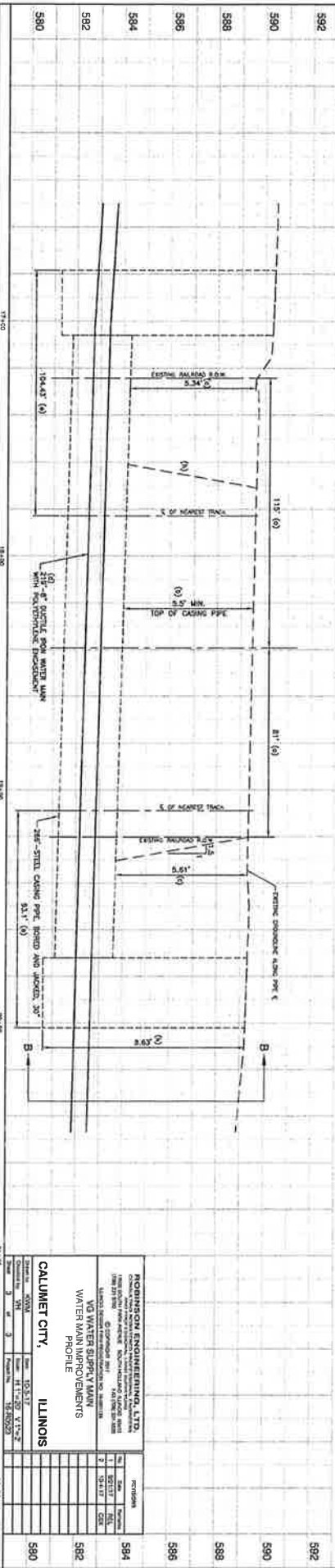
Contract No.	1105	Scale	AS SHOWN
Sheet No.	3	North	TO PLAN
Date	10-2-17	Author	J. B. HENSON

10/02/2017-10/02/2017

CSX PROPERTY SERVICES REVIEW
 No Exceptions Exceptions Noted
 This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

By: *Andrew Brangenberg*

LEGEND		PIPELINE CONTENT DETAILS	
Letter	Description	Commonly Description:	Portable Water
(a)	Distance from centerline of track to CSX R/W	Maximum Operating Pressure:	20 psi
(b)	Distance from base-of-rail to top-of-casing	Pipe Material:	Ductile Iron
(c)	Distance from base-of-ditch to top-of-casing	Material Specifications & Grade:	ANSI A21.51, A21.10, A21.11, A21.4, AWWA 151, C110, C151, C104
(d)	Total length of pipe on CSX R/W	Specified Minimum Yield Strength:	42,000 psi
(e)	Distance from centerline of nearest track to face of pits or poles at a 90 degree angle to the track (if minimum required)	Normal Size Outside Diameter (inches):	9.05
(f)	Distance from face-of-vent pipe to ground surface (if degree angle to the track)	Wall Thickness (inches):	0.25
(g)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down	Type of Seams:	Seamless
(h)	Center pipe diameter	Type of Joints:	Mechanical
(i)	Casing pipe diameter	Tunnel Liner Piles Required:	No
(j)	Depth of launching/receiving pit	Cathodic Protection:	No
(k)		Protective Coating:	No
		Temp. Track Support or Rip-Rap Bed:	No
			Welded steel



ROBINSON ENGINEERING, LTD.
 2000 N. W. 10th St., Suite 100, Ft. Lauderdale, FL 33309
 (954) 561-1111
 LICENSED PROFESSIONAL ENGINEER, STATE OF FLORIDA
 LICENSE NO. 12487

WATER MAIN IMPROVEMENTS PROFILE

CALUMET CITY, ILLINOIS

DATE: 10/11/17
 DRAWN BY: J. B. [unreadable]
 CHECKED BY: [unreadable]

Res. # 17-60

RESOLUTION

BE IT RESOLVED by the Mayor and the City Council of the City of Calumet City, Cook County, Illinois, as follows:

1. That Resolution No. 11-53, which approved the conveyance of surplus real estate pursuant to Section 18-36 of the Calumet City Code, is hereby amended so as to add an additional parcel, to-wit:

- 30-08-407-007-0000, 543-545 Forsythe Avenue, 60' residential, vacant lot,
Requested by John Jackson of 549 Forsythe Avenue, Calumet City, IL.;

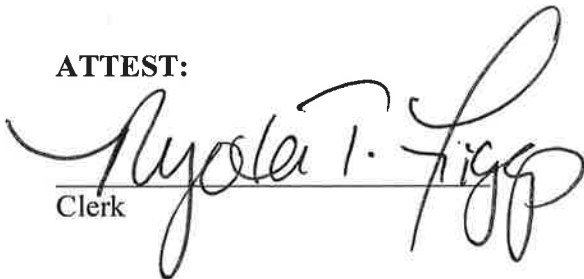
2. Resolution No. 11-53 in all other respects remains in full force and effect and is not modified by this Resolution.

PASSED this 26TH day of October, 2017.

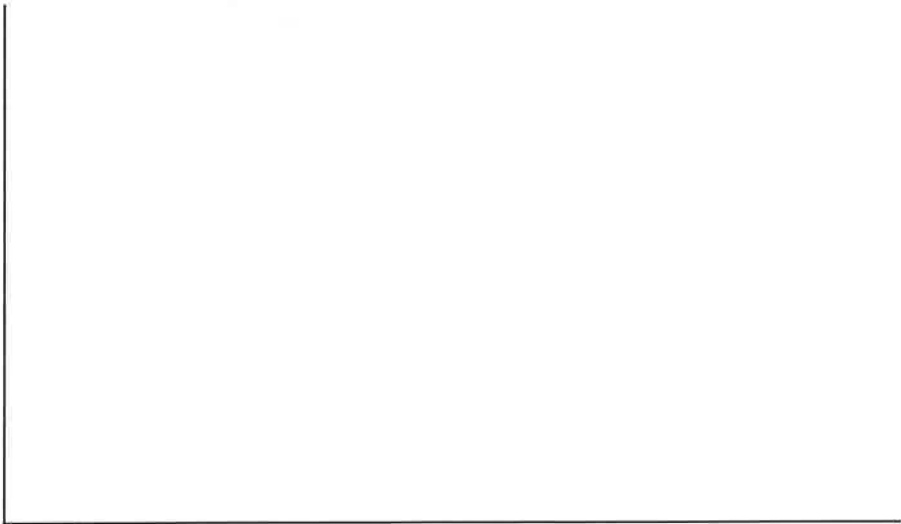
APPROVED:


Mayor

ATTEST:


Clerk

**Quit-Claim Deed
Statutory (ILLINOIS)
(Corporation to Individual)**



Above Space for Recorder's Use Only

THE GRANTOR (S)

City of Calumet City, 204 Pulaski Road, Calumet City Illinois 60409

a Municipal Corporation created and existing under and by the virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of (\$10.00)TEN DOLLARS, in hand paid, and pursuant to authority given by the Calumet City Council **CONVEYS** and **QUIT CLAIMS** to

John W. Jackson of 549 Forsythe Avenue, Calumet City, Illinois

the following described real estate situated in the County of Cook in the State of Illinois, to wit:

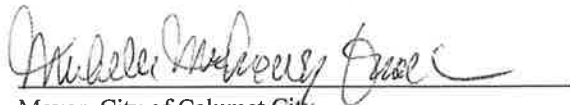
THE NORTH ½ OF LOT 14 AND ALL OF LOTS 15 AND 16 IN MARKHAM'S SUBDIVISION IN BLOCK 10 IN SNYDACKER AND AMB'S ILLINOIS ADDITION TO HAMMOND IN SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): **30-08-407-007-0000**

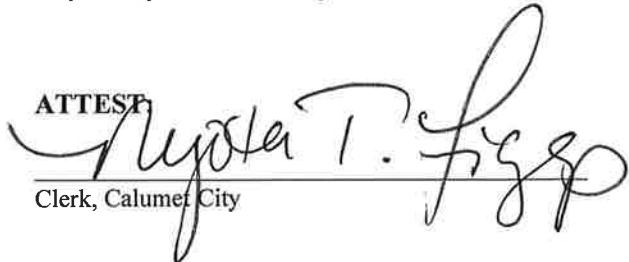
Commonly known as: **543-545 Forsythe Avenue**, Calumet City, Illinois 60409

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Mayor, and attested by its City Clerk, this 20th day of November, 2017.

IMPRESS CORPORATE
SEAL HERE



Mayor, City of Calumet City

ATTEST


Clerk, Calumet City

State of Illinois, County of Cook ss, I, the undersigned, a Notary Public In and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michelle Markiewicz-Qualkinbush personally known to me to be the Mayor of the City of Calumet City, and Nyota Figgs personally known to me to be the Clerk of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Mayor and Clerk, they signed and delivered the said instrument as Mayor and Clerk of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority, give by said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of November 2017.

Commission expires January 5, 2018 Debra L Williams
NOTARY PUBLIC



Exempt under provision of Paragraph B, Section 31-45 of the Real Estate Transfer Tax Law (35 ILCS 200/31-45).

Date

Buyer, Seller or Representative

This instrument was prepared by: Law Offices of Dennis G. Gianopolus PC, 18511 Torrence Avenue Lansing, Illinois 60438

MAIL TO:

The Law Offices of Dennis G. Gianopolus, P.C.
18511 Torrence Avenue
Lansing, Illinois 60438

SEND SUBSEQUENT TAX BILLS TO:

John W. Jackson
549 Forsythe Avenue
Calumet City, Illinois 60409

RESOLUTION # 17-61

**RESOLUTION Authorizing Execution and Submittal of Subrecipient Agreement for the
2017 Community Block Development Grant (CDBG) Program**

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and the City Council of the City of Calumet City that the Mayor and the Clerk be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2017 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project Number 1706-006, a copy of which is on file with the Clerk.

BE IT FURTHER RESOLVED BY THE Mayor and the City Council of the City of Calumet City that the Mayor be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2017 Community Development Block Grant Program for the City of Calumet City, Cook County, Illinois.

Dated this 26th day of October 2017.

By: 
Michelle Markiewicz Qualkinbush
MAYOR

By: ATTEST: 
Nyota T. Figgs
CITY CLERK

(SEAL)

**THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS**

ORDINANCE

NUMBER 17-39

**AN ORDINANCE AMENDING CHAPTER 90 OF THE MUNICIPAL CODE
OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS**

**MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA T. FIGGS, City Clerk**

**MIKE NAVARRETE
MAGDALENA J. "LENI" WOSZYNSKI
DEANDRE D. TILLMAN
RAMONDE WILLIAMS
DEJUAN GARDNER
JAMES PATTON
ANTHONY SMITH
Aldermen**

**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City
Office of the City Clerk - 204 Pulaski Road, Calumet City, Illinois 60409**

ORDINANCE NO. 17-39

**AN ORDINANCE AMENDING CHAPTER 90 OF THE MUNICIPAL CODE
OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS**

BE IT ORDAINED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its home rule powers, as follows:

Section 1. That Section 90-317 (Handicapped parking) of Article V [Stopping, Standing and Parking] of Chapter 90 [Traffic and Vehicles] of the Municipal Code of Calumet City, Illinois, is hereby amended by adding the following language to subsection G (Signed areas) to read, as follows:

**410 Yates Avenue
591 Bensley Avenue**

Section 2. The Commissioner of Streets and Alleys is hereby authorized and directed to install the proper signs in accordance with the terms and conditions of this Ordinance.

Section 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 4. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law

ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois
 this 26th day of October, 2017 pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Navarrete	X			
Wosczynski	X			
Tillman	X			
Williams	X			
Gardner	X			
Patton			X	
Smith	X			
(Mayor Qualkinbush)				
TOTAL	6	0	1	0

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this
 26th day of October, 2017.

Michelle Markiewicz Qualkinbush

MAYOR

ATTEST:

Nyota T. Figgs
 CITY CLERK

ROLL CALL

YEAS: 6 ALDERMEN: Navarrete, Wosczynski, Tillman, Gardner,
Smith, Williams.
NAYS: 0 ALDERMEN: None
ABSENT: 1 ALDERMAN: Patton

MOTION CARRIED

FINANCIAL MATTERS

- #1: Approve Settlement Authority Request Re: Christopher Sullivan v. Calumet City Approve Settlement Authority Request Re: Christopher Sullivan v. Calumet City Claims: 15 WC 33886; direct City Treasurer to remit payment as stated in the correspondence charging Account #01050-52131.
- #2: Remit payment/ Newman Illustrations/ \$284.00 Approve payment of \$284.00 to Newman Illustrations for designing and printing the flyer for the 5th Ward Town Hall meeting; direct City Treasurer to remit payment as stated in the correspondence charging Account #01099-52328.
- #3: Remit payment to WC MRP Calumet Center, LLC./ \$50,104.35 Authorize the City Treasurer to remit payment to WC MRP Calumet Center, LLC. in the amount of \$50,104.35 representing the city's 50% share of sales tax received by the city for the accounting period January 1, 2017 through March 31, 2017 to be charged to the Corporate Fund/Contractual Obligations line item, #01099-52696.
- #4: Remit payment/ Good Burger \$1,400.00 Approve payment of \$1,400.00 to Good Burger, Inc. for the services to be provided at the 4th annual Ward Holiday Dinner.
- #5: Remit payment/ Robinson Engineering/ \$5,907.00 Approve payment to Robinson Engineering in the amount of \$5,907.00 for work on the city's Rezoning Legal Description; and direct the City Treasurer to remit payment and charge to Account #01099-52600.
- #6: Remit payment/ Fire Service/ \$987,746.00 Approve the purchase of two (2) 2018 E-One Typhoon's from Fire Service; direct City Treasurer to remit payment to Fire Service in the amount of \$987,746.00 to be charged to Account #06617-55100.
- #7: Remit payment/Conduent Approve and authorize payment to Conduent Government Systems, LLC. For annual fee for contract and licenses for Fire House Software; and to direct the City Treasurer to remit payment to Conduent Government Systems, LLC. in the amount of \$6,466.00 to be charged to Account #06607-52483.

#8: Remit payment/ Fire Service/ Approve and authorize expenditure for maintenance and repairs to
\$6,548.00 E306; direct City Treasurer to remit payment to Fire Service in the amount of
\$6,548.06 to be charged to Account #06617-54150.

#9: Approve bill listing / Approve bill listing (\$708,072.69)
(\$708,072.69)

#10: Approve payroll / Approve payroll (\$879,134.91)
(\$879,134.91)

Approve items #1-#10 Alderman Wosczyński moved, seconded by Alderman Tillman, to accept items #1- #10
as presented.

ROLL CALL

YEAS: 6 ALDERMEN: Navarrete, Wosczyński, Tillman, Gardner, Smith,
Williams

NAYS: 0 ALDERMEN: None

ABSENT: 1 ALDERMAN: Patton

UNFINISHED BUSINESS

2ND Ward Crime Watch Mtg. Alderman Wosczyński reported the 2nd Ward crime watch meeting is scheduled
for November 6, 2017 at 6:30 p.m. at the Police Department in the Lower Level.

4th Ward Crime Watch Mtg. Alderman Williams reported that the 4th Ward crime watch meeting I is
scheduled for November 6, 2017 at 6:30 p.m. at the Police Department in the
Lower Level.

Report Blighted Properties Alderman Smith encouraged residents to report vacant or blighted properties to
his office.

7th Ward Food Baskets Alderman Smith reported that Information on distribution pickups locations for
Thanksgiving food baskets will be published over the next two weeks. Please call
or email Alderman Smith for more information.

EXECUTIVE SESSION

NONE

ADJOURNMENT

Adjournment was at 8:05 p.m., on a motion by Alderman Wosczyński, seconded by Alderman Tillman.

MOTION CARRIED



Nyota T. Figgs
City Clerk