

**JOURNAL OF PROCEEDINGS**

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

**April 12, 2018**

Public Forum

There was no public comment. No public was present.

**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 April 12, 2018 at 7:30 p.m. with Mayor Michelle Markiewicz Qualkinbush present and presiding.

**ROLL CALL**

PRESENT: 7 ALDERMEN: Navarrete, Wosczynski, Gardner, Smith, Williams, Tillman,  
Patton  
ABSENT: 0 ALDERMEN: None

Also present were City Clerk Figgs, Treasurer Tarka, Purchasing/  
Personnel Director Murray, Public Works Director Manousopoulos, Fire  
Chief Bachert, Police Chief Fletcher and Inspectional Services Director  
Tillman and Deputy Director Kyles and ESDA Director Chairou.

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

Approval of Minutes

3/22/18 Regular Meeting

Alderman Wosczynski moved, seconded by Alderman Tillman to approve  
the minutes as presented.

MOTION CARRIED

**REPORTS OF STANDING COMMITTEES**

Finance

Alderman Wosczynski reported there will be a Finance Committee  
meeting on Wednesday, April 18, 2018 in the City Hall Council Chambers  
at 6 p.m.

Public Safety

Alderman Patton had no report.

Public Utilities

Alderman Williams reported the Public Utilities meeting was held on March 29<sup>th</sup>. A presentation was held by Obama Energy with reference to street lights. A formal proposal will be presented at a future date. A presentation was also held by Renewed Energy Community Development Consultants in reference to HB2020 compliance of consideration of a non-contractual letter to move forward to the next step.

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 reminded residents of the Ward Spring Clean-up taking place on Saturday, April 14<sup>th</sup> from 9a.m.- 3 p.m. Please contact Public Works or your alderman to identify areas that need attention. There will be recycling available at the Public Works yard.

**CITY COUNCIL REPORTS**

Mayor Michelle

Approve reappointment of Walter Simkus as a member of the Police Pension Board for a term to expire on 4/30/2020.

Reappointment of Walter Simkus- Police Pension Bd.

Alderman Williams moved, seconded by Alderman Tillman to approve the reappointment of Walter Simkus as a member of the Police Pension Board for a term to expire on 4/30/2020.

**ROLL CALL**

YEAS: 7

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

NAYS: 0

ALDERMEN: None

ABSENT: 0

ALDERMEN: None

MOTION CARRIED

City Engineer Roberts-  
Presentation of  
topographic survey of  
the levee

Mayor Michelle requested the City Engineer to report on the topographic survey of the levee. City Engineer Roberts provided the following report regarding the topographic survey of levee:

On March 8, 2018, the City Council directed Robinson Engineering to conduct a topographic survey of the existing levee along the little calumet river from the Illinois-Indiana State Line to the Burnham Greenway to the west. The Calumet City levee was originally constructed for the 25-50 year flood event, the same height as the surrounding communities.

The topographic survey will verify if the top of levee high water elevation is consistent throughout entire length to ensure maximum flood protection as established by the Army Core of Engineers to the surrounding homes in the area. The results of the survey should identify any low points along the levee that would need to be raised to meet the required elevations. The City has also conducted maintenance operations to reduce excessive tree root growth, and filling in areas that have eroded over time to prevent animal intrusion.

Robinson Engineering at the direction of the City, has also pursued the possibility of future funding through the Metropolitan Water Reclamation District (MWRD) to provide a concrete dike designed at the same height and length as the existing levee.

Ultimately general maintenance activities would assist in lowering the Community Rating System as well as provide a reduction of damage and loss of property and public infrastructure.

A technical memo will be provided to the City Council with the results of the survey upon completion.

Defer from reg. order-  
Read item 7L

Alderman Wosczyński moved, seconded by Alderman Smith to defer from the regular order of business to read item 7L - Proclamation of Flood Awareness Week.

MOTION CARRIED

Read Proclamation-  
Flood Awareness Week

The Flood Awareness Proclamation was read in its entirety.

Return to Regular Order  
of business

Alderman Wosczyński moved, seconded by Alderman Williams to return to the regular order of business.

MOTION CARRIED

City Clerk Figgs

City Clerk Figgs presented the council with a cost savings contract with MSI. MSI is the software company that currently supports the ticket and adjudication process. In an effort to streamline services and save money, the Clerk's office negotiated a new contract. MSI currently bills 35% of what we collect and a flat rate of \$250.00 for the local ordinance, building code and parking tickets. The Clerk's office is working hard and more efficiently processing these tickets so the cost is higher. The cost with the new contract is a flat \$1,800.00 monthly fee. Clerk Figgs provided a graph showing payments for 2016 and 2017 and a projected cost for 2018. The renegotiated cost is far less than what the city has paid previously. Clerk Figgs acknowledged Part Time Clerk Kathy Bell for her assistance in negotiating this annual cost savings. The contract is on the agenda for approval.

City Treasurer Tarka

City Treasurer Tarka reported the Treasurer's office is working in partnership with First Savings Bank of Hegewisch to present a Distressed Homeowner's Workshop on Saturday, April 14<sup>th</sup> in the Council Chambers from 10 a.m. until noon for homeowners looking for refinancing options, having difficulties paying their mortgage or for those looking to purchase a home. Neighborhood Housing Services of Chicago will conduct the workshop. Light refreshments will be served. For more information contact the Treasurer's office at 708/891-8130.

Ald. Wosczyński

Alderman Wosczyński reminded 2<sup>nd</sup> Ward residents to set their items to be disposed of in the alley by 7 a.m. during the City Wide Clean Up this Saturday. Document shredding and e-waste drop off will take place at Public Works located at 1701 Dolton Road from 9 a.m. until 3 p.m. The Annual 2<sup>nd</sup> Ward Earth Day Celebration is scheduled for Saturday, April 21<sup>st</sup> at 12:30 p.m. at the library. Children aged 3-12 were asked to read books, listen to CD's or attend programs relating to Earth Day. Flower planting will take place at 12:30 p.m. The children will plant the flowers that were donated by Home Depot. The TF North High School Environmental Club participated in the ECO Friendly projects displayed currently at the library. Awards for the reading club winners and the art project will be presented during a celebration in the Community Room after the flower planting.

Ald. Tillman

Alderman Tillman thanked the residents for attending the Estate Planning Workshop on March 31, 2018. The event was successful. Another event may be scheduled before the end of the year to accommodate those that could not attend. The 3<sup>rd</sup> Ward newsletter will be out within the next couple of weeks.

Ald. Williams

Alderman Williams gave honor to God. Alderman Williams reiterated the Neighborhood Clean Up is scheduled for Saturday from 9 a.m.- 3 p.m. 4<sup>th</sup> Ward volunteers please call 708/ 212-2240. The 4<sup>th</sup> Ward newsletter has been drafted and should be distributed by the end of next week. There will be a 4<sup>th</sup> Ward meeting at Ginger Ridge McKinley Center on Tuesday, May 15<sup>th</sup> at 6 p.m. At the conclusion of the meeting there will be a short presentation in reference to Financial and Estate Planning conducted by Northwestern Mutual and Attorney Latonya Ellis. Every second and fourth Tuesday a different subject will be covered until the middle of summer. Tuesday, May 22<sup>nd</sup> the topic will be Credit Repair. Running simultaneously in the gym at 6pm there will be "More than just Basketball" clinic and skills training. The first hour will be dedicated to building relationships with the youth and community awareness. The skills clinic will be offered by Division 1 and Division 2 college players every Tuesday from 6 p.m. – 9 p.m. There will also be options for private lessons and other training.

Ald. Gardner

Alderman Gardner reminded 5<sup>th</sup> Ward residents of the 5<sup>th</sup> Ward Clean Up Saturday, April 14<sup>th</sup> from 7 a.m. to 3 p.m. Please have unwanted items in the alley in a timely fashion. Alderman Gardner asked volunteers to call his office at 708/891-8195.

Ald. Patton

Alderman Patton reported the 6<sup>th</sup> Ward will also be participating in the Clean Up this weekend. Alderman Patton is scheduling a 6<sup>th</sup> Ward Spring Picnic and is reaching out to members of the 6<sup>th</sup> Ward business community to help facilitate the event. The date and location may be announced at the next council meeting.

Ward Clean Up. Please contact the office with any questions regarding the bulk item pick up at 708/891-8197. Alderman Smith reported the Congresswoman Robin Kelly is hosting the 5<sup>th</sup> Annual Youth Job and Resource Expo on Saturday, April 21, 2018 from 9am- 12 pm at Thornton Township High School located at 15001 Broadway in Harvey, Illinois. More than 50 companies will be accepting applications for available jobs, summer internships and apprenticeships. Other presenters will provide various resources for the youth. Nike, Game Stop, Walmart, Walgreens, UPS, Chase Bank, One Summer Chicago and Chicago Cook Workforce Partnership are among the potential employers. Contact Bob Roland at 708/679-0078 or register at reprobinkelly.eventbrite.com. Ages are from 16-24. An interview readiness workshop will be held on April 19<sup>th</sup> from 5:30 p.m. to 7 p.m. at Thornton Township High School. Contact Bob Roland with any questions. Alderman Smith is working on a Job Fair for Friday, May 25, 2018 at the American Legion Hall. More information will come at a later date.

**INFORMATIONAL ITEMS TO BE PLACED ON FILE**

- A. City Clerk Figgs RE: Revenue Report for the Month of March 2018.
- B. City Treasurer Tarka RE: Refuse Rate Increase.
- C. Comcast RE: Comcast Annual Report.
- D. Illinois Environmental Protection Agency RE: Public Notice- Proposed Significant Modification of the Clean Air Act Program Permit Waste Management of Illinois, Inc. - CID RDF in Calumet City
- E. Illinois Environmental Protection Agency RE: Calumet City – IL031-039 2018 Public Water Supply Inspection Report.
- F. Illinois Environmental Protection Agency RE: Notice of Application for Permit to Manage Waste (LPC-PA16). IEPA ID #0310390001
- G. Illinois Environmental Protection Agency RE: Notice of Application for Permit to Manage Waste (LPC-PA16). IEPA ID #0312580014

H. Robinson Engineering

RE: Annual letter for FY 2018-2019 Sidewalk -Concrete Program.

I. Robinson Engineering

RE: Approved IDOT MFT General Maintenance Agreements for the period of May 1, 2018 thru April 30, 2019 (MFT Section 19-00000-00-GM).

J. American Warriors, Inc.

RE: Commending the Calumet City Police Department.

K. Mayor Michelle- Proclamation

RE: Designate April 2018 -Buddy Poppy Month.

L. Mayor Michelle- Proclamation

RE: Declare the week of April 12-18, 2018- Flood Awareness Week.

M. Mayor Michelle- Proclamation

RE: Veterans of Foreign Wars- Loyalty Day

N. Geronimo Energy

RE: Subscription Opportunity - Illinois Community Solar Garden Program.

Accept & place on file

Alderman Patton moved, seconded by Alderman Smith, to accept the communications and place on file.

MOTION CARRIED

## NEW BUSINESS

#1: Authorize City Clerk to advertise for demo bids

Authorize the City Clerk to advertise for bids to demolish the properties located at 633 Douglas, 222 155<sup>th</sup> Street and 430 Crandon Avenue due to unsafe, unsanitary conditions.

#2: Approve Tag Day request- Albert J. Shegog Christian Academy

Approve Tag Day request for Albert J. Shegog Christian Academy at the following intersections on Saturday, May 5, 2018 and Saturday, May 12, 2018 per the police chief's recommendation.  
Sibley Blvd & Torrence Avenue  
River Oaks Dr & Torrence Avenue  
River Oaks Dr & Burnham Avenue

#3: Approve party permit- 1081 Memorial Drive

Approve party permit for 1081 Memorial Drive on Saturday, April 14, 2018 including amplified music from 2 p.m.- 11 p.m.

#4: Amend current sign ordinance

Motion to amend the current sign ordinance per attached communication to include the specific requirements for block Independent Standing Strip Malls and subject to further amendment.

Approve New Business items

Alderman Wosczyński moved, seconded by Alderman Patton, to approve the new business items #1-4 as presented.

MOTION CARRIED

#5: Direct City Attorney to draft ordinance allowing City Treasurer's office to store, retain destroy records

Motion to direct City Attorney to draft an ordinance which allows the City Treasurer's office to store, retain and destroy the Treasurer's office records as defined by the Illinois Disposal and Certificate and relinquishing the City Clerk of State Statute duties as it relates to the Treasurer's office records.

Discussion on the need for the ordinance

City Clerk Figgs stated an ordinance is needed because according to the State Statute the City Clerk governs the records of the city. The Treasurer's office requested records and they will not return them. City Clerk Figgs stated she is responsible for the records and the Treasurer's Office will not return them. City Attorney Horvath stated the city council cannot pass an ordinance to relieve the city clerk of her statutory duty to keep records. The Treasurer is responsible for records in his office and can receipt for the records and return them when he is done. City Attorney Horvath suggested no ordinance be prepared in this regard. City Clerk Figgs stated no ordinance is needed if they give the records back; she cannot be responsible for something not in her possession and that they won't give back to her. City Horvath stated how the records are exchanged between the Clerk's office and the Treasurer's office is between the Clerk and the Treasurer; receipts will be given for the records until they are returned. City Attorney Horvath stated the ordinance will have no enforceability. City Clerk Figgs stated she was advised otherwise and she will have her attorney prepare something for the council. City Clerk Figgs stated she had to bring it to the council that records were requested and the Treasurer won't give them back. The Treasurer should have access to them. The Clerk's office has offered to make copies for them. The Treasurer's office has requested all of their records. City Clerk Figgs has no problem with that as long as she is not responsible for them. City Attorney Horvath stated the Treasurer has records that are his to maintain and any records requested by the Clerk's office should be documented. The documentation should suffice. Clerk Figgs asked for a copy of the state statute. Treasurer Tarka stated he requested the payroll records for a fact finding situation. They are still sifting through records. The discovery is not completed yet. Treasurer Tarka is not aware of any statutory or other type of limitations with regards to the records. City Clerk Figgs stated the Treasurer's office staff stated they were not giving the records back.



Treasurer Tarka stated the records should have been destroyed in 2015 under the certificate of destruction by the Clerk. The Treasurer's office separated the records to be destroyed and the records to be kept when the records were moved to storage.

Mayor Michelle

Mayor Michelle encouraged the Clerk and the Treasurer to work this out. The attorney has provided an explanation. Mayor Michelle asked if there was a motion to delete this item from the agenda or take action on the item.

Alderman Gardner

Alderman Gardner asked if there could be further discussion on this item. Mayor Michelle stated the Clerk provided a copy of the state statute and requested this motion. Discussion was held. Further discussion on record retention could be held at another time.

City Clerk Figgs

City Clerk Figgs asked for the state statute that states the Treasurer is responsible for their records. City Clerk Figgs is agreeable to giving the Treasurer whatever it is he needs without back and forth.

Mayor Michelle

Mayor Michelle asked for a motion to direct the City Attorney to forward to the City Council the state statute that relates to the Treasurer's responsibility as it to records.

Direct City Attorney to  
provide the state statute  
that related to Treasurer's  
responsibility as it relates to  
records

Alderman Smith moved, seconded by Alderman Tillman to direct the City Attorney to provide the City Council with the state statute that relates to the Treasurer's responsibility as it relates to records.

MOTION CARRIED

No further action was taken on this item at this time.

Alderman Patton moved, seconded by Alderman Tillman to delete this item from the agenda entirely due to the advice from the city attorney not pass an ordinance that we can't pass.

Alderman Gardner was opposed to this motion.

MOTION CARRIED

#6: Approve MSI contract to  
replace current contract

Motion to approve MSI contract to replace current contract which will result in significant and immediate savings for the hearing software; authorize Mayor and City Clerk to execute said contract.

Mayor Michelle asked for a motion to approve this contract subject to final review by the City Attorney and with the deletion of the automatic renewal.

Alderman Smith moved, seconded by Alderman Navarette, to approve this contract subject to final review by the City Attorney and with the deletion of the automatic renewal.

Alderman Wosczyński asked for more time to review the contract.

Alderman Williams asked if the matter was time sensitive.

City Clerk Figgs stated MSI was going to accept an \$1,800.00 payment for the month of February instead of the \$13,000.00 which is due. City Attorney Horvath stated the contract was presented March 15<sup>th</sup> and expires 60 days from March 15<sup>th</sup>. City Attorney Horvath stated the only thing objectionable is the automatic renewal.

Mayor Michelle asked if the aldermen who made and seconded the motion wanted to withdraw their motion. Hearing no motion to withdraw Mayor Michelle asked for a roll call on the motion to approve this contract subject to final review by the City Attorney and with the deletion of the automatic renewal.

**ROLL CALL**

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

MOTION CARRIED

**BUILDING PERMITS**

**NEW FENCE CONSTRUCTION**

31 – 165<sup>th</sup> Place (Flood Plain)      Ward 6  
230 – 156<sup>th</sup> Street                      Ward 5  
1284 Price (Flood Plain)              Ward 6

Approve Building Permits

Alderman Smith moved, seconded by Alderman Patton to approve the building permits as presented.

MOTION CARRIED

**RESOLUTIONS AND ORDINANCES**

#1: Res. Approving Real Estate Agreement authorizing the acquisition of vacant land consisting of five lots, commonly known as 664 Hirsch (Res. # 18-12)

Resolution approving Real Estate Purchase Agreement authorizing the acquisition of vacant land consisting of five (5) lots, commonly known as 664 Hirsch Avenue, Calumet City, IL and authorizing the Mayor, consisting City Clerk and/ or Corporation Counsel to execute all documents necessary to effectuate said Purchase Agreement. (See item 11-A attached)

#2: Ord. Amending Chapter 38, Article IV, Division IV of the Municipal Code- (Licensing Food Delivery Vehicles and Mobile Food Service Vehicles (Ord. #18-11)

Ordinance Amending Chapter 38, Article IV, Division IV of the of the Municipal Code of Calumet City, Cook County, Illinois (Licensing Food Delivery Vehicles and Mobile Food Service Vehicles. (See item 11-B attached)

#3: Ord. Amending Handicapped Parking Ordinance- by adding 277 Marquette Avenue (Ord. #18-12)

Ordinance Amending Handicapped Parking Ordinance Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois Handicapped Parking by adding 277 Marquette Avenue. (See item 11-C attached)

Pass resolution and adopt ordinances as presented

Alderman Williams moved, seconded by Alderman Smith, to pass the resolution and adopt the ordinances #1- #3 as presented without the necessity of prior posting.

**ROLL CALL**

YEAS:            7  
NAYS:            0  
ABSENT:        0

ALDERMEN: Navarrete, Wosczynski, Tillman, Gardner, Williams, Patton, Smith  
ALDERMEN: None  
ALDERMEN: None

MOTION CARRIED

Res. # 18-12

**RESOLUTION**

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


1. That the Real Estate Purchase Agreement (a copy of which is attached as Attachment "A") pertaining to the acquisition of vacant land consisting of five (5) lots, commonly known as 664 Hirsch Ave., Calumet City, Illinois, is hereby approved; and
2. Payment is hereby approved under the aforesaid Purchase Agreement, and payment sufficient to meet the City's obligations is hereby authorized and directed to be paid from account number 12307-55107.
3. Approval is hereby given to the Mayor, City Clerk, and/or Corporation Counsel of the City of Calumet City to execute any and all documents necessary for the completion of the transaction contemplated by the aforesaid Purchase Agreement.

PASSED this 12th day of April, 2018.

**APPROVED:**

  
Michelle Markiewicz Qualkinbush, Mayor

**ATTEST:**

  
Nyota Figgs, City Clerk

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into as of the 14<sup>th</sup> day of March, 2018, by and between the City of Calumet City, an Illinois home rule municipality ("Buyer") and Ehinger Bros. Post #8141, Veterans of Foreign Wars of the United States, an Illinois Corporation ("Seller").

### RECITALS

A. Seller currently holds title to certain parcels of vacant commercial real estate which is commonly known as 664 Hirsch Avenue, Calumet City, Illinois (the "Property") and which is legally described on Exhibit "A" attached hereto and incorporated herein.

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Property in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Agreement to Purchase.** Seller agrees to sell, convey and assign or cause to be sold, conveyed and assigned to Buyer and Buyer agrees to purchase the Property and all rights, privileges, tenements, hereditaments, easements and appurtenances to the Property.
- 2. Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) plus or minus prorations, as provided herein.
- 3. Conveyance and Possession.** Seller shall convey or cause to be conveyed to Buyer by a recordable warranty deed with release of homestead rights, or trustee's deed, if applicable, good title in fee simple to the Property, subject only to: (a) general real estate taxes not due and payable as of the date of the Closing; (b) such easements, covenants, conditions and restrictions recorded against the Property which are approved by Buyer (collectively referred to as "Permitted Exceptions"). Except as otherwise provided in the Agreement, Seller shall deliver possession of the Property to Buyer at the Closing.
- 4. Time of Closing.** Subject to the conditions precedent contained in this Agreement, the consummation of the transaction (the "Closing") shall take place through an escrow arrangement with the title company (or its issuing agent) that will issue the owner's title insurance policy of title insurance (the "Title Company") on or before April 30, 2018, or as soon as practical after the Calumet City Council approves this Contract, at the Title Company's office located nearest to the Property.
- 5. Closing Escrow.** The transaction contemplated by this Agreement shall be closed through an escrow arrangement (the "Escrow") with the Title Company, in accordance with the provisions of the deed and money escrow then in use by the Title Company (the "Escrow Agreement"), with such special provisions inserted in the Escrow Agreement as may be required to conform with the terms of this Agreement. The cost of the Escrow and the cost of the so-called "New York Style" closing, if any, shall be paid by the Buyer. Buyer and Seller shall make all deposits into the Escrow at the Closing.

**6. Documents to be Delivered.**

- A. At or prior to the Closing, Seller shall deliver to Buyer all documents necessary to consummate the subject transaction, including the following, all in form and substance reasonably satisfactory to Buyer;
- (1) The Deed described in Paragraph 3 hereof;
  - (2) The Title Policy described in Paragraph 6(C) hereof;
  - (3) An affidavit of title executed by Seller in standard form, subject only to the Permitted Exceptions;
  - (4) All affidavits, certificated and other documents requested of Seller by Title Company, which are unusual and customary for a transaction of the nature contemplated by this Agreement to issue the Title Policy (as hereinafter defined), or otherwise reasonably required of Seller for the Closing.
- B. At the Closing, Buyer shall deliver (i) the Purchase Price in cash, certified check or by wire transfer of federal funds to the Title Company for the benefit of Seller, subject to the prorations described in this Agreement, and (ii) all affidavits, certificates and other documents requested of Buyer by the Title Company, which are usual and customary for a transaction of the nature contemplated by this Agreement involving the sale of commercial real property, to issue the Title Policy or otherwise reasonably required by Buyer for the Closing.
- C. At the Closing, Seller shall cause the Title Company to issue and deliver to Buyer an Owner's Policy of Title Insurance in the amount of the Purchase Price (the "Title Policy"), showing Buyer as title holder to the Property in fee simple, subject only to the Permitted Exceptions and containing extended coverage over the general exceptions. The issuance by the Title Company of the Title Policy and such endorsements shall be a condition of the Closing.
- D. At the Closing, Seller and Buyer shall jointly execute and deliver necessary real estate transfer tax declarations and a closing statement.

**7. Title and Survey.**

- A. Following the execution of this Agreement, Seller shall order a title commitment (the "Title Commitment") to issue an Owner's Title Insurance Policy issued by the Title Company in the amount of the Purchase Price bearing an effective date on or subsequent to the date of this Agreement, showing title to the Property in the name of Seller and, naming Buyer as the proposed insured, together with copies of all covenants, conditions, easements, restrictions and other title exceptions affecting the Property. Not later than the Closing, Seller shall cause all exceptions contained in the Title Commitment, other than the Permitted Exceptions, to be

removed from the Title Commitment or insured over in a manner acceptable to Buyer. In the event Seller fails or refuses to cure or commit to cure any of the exceptions other than the Permitted Exceptions, Buyer may elect to terminate this Agreement, whereupon Seller shall cause the Earnest Money, if any, to be immediately returned to Buyer. Seller shall be responsible for all costs relating to the Title Commitment and Title Insurance including, but not limited to, any endorsements.

- B. Following the execution of this Agreement, Seller shall order a spot survey of the Property (the "Survey"), prepared by a surveyor licensed by the State of Illinois, setting forth: (i) the legal description of the Property; (ii) all boundaries, courses and dimensions of the Property; (iii) all easements, building lines, curb cuts, sanitary sewer, storm sewer, water, electricity, gas and other utility facilities; (iv) adjoining roads and rights-of-way and means of ingress and egress to and from the Property to a public road; and (v) the square footage of the Property. The survey shall reveal no encroachments onto the Property from adjacent property, and no encroachments by or from the Property onto any adjacent property.

8. **Attorney Review:** Within five (5) business days after date of acceptance, the attorneys for the respective parties, by notice, may:

- A) Approve this Contract; or  
B) Disapprove this Contract, which disapproval shall not be based solely upon the purchase price; or  
C) Propose modifications except for the purchase price. If within ten (10) business days after the date of acceptance written agreement is not reached by the parties with respect to resolution of the proposed modifications, then either party may terminate this contract by serving Notice, whereupon this Contract shall be null and void; or  
D) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all notices shall be deemed made pursuant to Paragraph 8C). If notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the parties and this Contract shall remain in full force and effect.

9. **Covenants, Representations and Warranties.**

- A. Seller covenants, warrants and represents, as the case may be, to Buyer as follows:
- (1) Between the date of the execution of this Agreement and the Closing, Seller shall not, without first obtaining the written consent of Buyer, enter into any contracts or agreements or leases pertaining to the Property which would survive the date of Closing and be binding upon Buyer or the Property.
- (2) At the time of Closing, Seller will own the Property free and clear of all liens, claims, encumbrances, and rights of others except for the Permitted Exceptions. Seller is not a party to any contract, lease, agreement or commitment to sell, convey, lease, assign,

transfer or otherwise dispose of any portion or portions of the Property. Neither Seller nor any person or entity claiming by, through or under Seller has or will have, at any time or times prior to the Closing, done or suffered anything whereby any lien, encumbrance, claim or right of others has been or will be created on or against the Property or any part thereof or interest therein.

- (3) As of the Closing and as conditions precedent to Buyer's obligation to close hereunder, except as created by this Agreement, there will be no obligations or liabilities of any kind or nature whatsoever, actual or contingent, including, but not limited to, any tax liabilities (other than non-delinquent general real estate taxes), contract liabilities or tort liabilities for which or to which Buyer or the Property will be liable or subject.
- (4) Seller has obtained all consents, releases and permissions and given all required notifications, including, but not limited to compliance with any applicable Bulk Sales Act, related to the transactions herein any applicable Bulk Sales Act, related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation to which Seller is a party or by which Seller is bound. No reporting or withholding requirements are applicable to this transaction pursuant to Section 902(d) of the Illinois Income Tax Act.

- B. This Agreement shall not be canceled or merged with the Closing. The representations, covenants and warranties contained in this Paragraph, are true, accurate and complete as of the date made, and shall be deemed remade as of the date of Closing and shall survive the Closing.

10. **Adjustments.** Seller agrees to pay in full or cause to be paid in full all real estate taxes and assessments payable with respect to the Property and any other real property covered by the permanent tax identification number(s) which are applicable to the Property as and when such taxes are due and payable, and provide documentation of such payment to Buyer. If the current tax bill has not been issued, the amount of such proration credit shall be based upon one hundred ten percent (100%) of the real estate taxes, if any, attributable to the Property. Seller shall pay in full all special assessments, if any, which are levied or confirmed prior to the date of the Closing including any installments thereof which are payable after the date of the Closing. All prorations, if any, shall be final.

11. **Closing Costs.** Seller shall pay all title charges and expenses of or relating to the Title Commitment, the Title Policy (including, without limitation, the title endorsements), State of Illinois and Cook County documentary, stamp or real estate transfer and conveyance taxes. Buyer shall pay any escrow charges imposed by the Title Company.

12. **Brokers.** The parties mutually warrant and represent to each other that neither party has authorized any broker to act on its behalf in respect of the transactions contemplated hereby, and that neither has dealt with any broker in connection therewith. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any and all claims, demands and lawsuits by any other broker or other person for commissions or other compensation for bringing about the transactions contemplated of such other broker or other person by Seller.



Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all claims, demands and lawsuits by any broker or other person for commissions or other compensation for bringing about the transactions contemplated hereby where such claim is based on the purported employment or authorization of such other broker or other person by Buyer.

**13. Remedies.**

- A. In the event that this Agreement is terminated pursuant to the terms hereof or the transaction herein described is not consummated for any reason other than by reason of a default of Buyer hereunder, the Earnest Money, if any, shall be refunded to Buyer and Buyer shall have no further remedies against Seller.
- B. If this Agreement is terminated or the transaction herein described is not consummated due to a default of Buyer hereunder, the Earnest Money, if any, shall be forfeited to Seller, and Seller shall retain the Earnest Money as liquidated damages, in lieu of all other remedies available to Seller for such default, and the parties hereto shall have no further rights or obligations to the other party hereunder. Seller and Buyer agree that the Earnest Money, if any, is a fair and reasonable amount to be retained by Seller as agreed and liquidated damages in light of Seller's removal of the Property from the market and the costs incurred by Seller and shall not constitute a penalty or forfeiture.

**14. Entire Agreement.** It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, the exhibits annexed hereto and the instruments and documents referred to herein, which alone fully and completely express their agreements, and that neither party is relying upon any statement or representation, not embodied in this Agreement, made by the other. Each party expressly acknowledges that, except as expressly provided in this Agreement, the other party and the agents and representatives of the other party have not made, and the other party is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the transactions contemplated thereby. The preparation of this Agreement has been a joint effort of the parties hereto and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**15. No Solicitation.** Seller hereby acknowledges and agrees that for so long as Buyer is not in default under this Agreement beyond any applicable cure period for which notice of default has been given, Seller shall not solicit, discuss, entertain or accept any formal or informal offers or enter into or emerge in any discussions or negotiations with any other person, party or entity (other than Buyer, in any way relating to or with a view towards the sale, leasing or other disposition of the Property or any part thereof.

**16. Modifications.** No modifications, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge or change is sought.

17. **Notices.** Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (i) facsimile transmission, (ii) email, (iii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iv) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

To Buyer: Mayor Michelle Qualkinbush  
City of Calumet City  
204 Pulaski  
Calumet City, Illinois 60409  
Fax: (708) 891-0472  
Email: [mayormichelle@calumetcity.org](mailto:mayormichelle@calumetcity.org)

To Buyer's Attorney: Law Offices of Dennis G. Gianopolus, P.C.  
18511 Torrence Ave.  
Lansing, IL 60438  
Fax: (708) 889-9626  
Email: [info@lawofficesofdgg.com](mailto:info@lawofficesofdgg.com)

To Seller: Ehinger Brothers Post 8141  
664 Hirsch Avenue  
Calumet City, IL 60409

To Seller's Attorney: Sarah Malone Buck  
Hays Firm, LLC  
55 W. Wacker, Suite 1400  
Chicago, IL 60601  
312-488-2616  
[Sarah.buck@haysfirm.com](mailto:Sarah.buck@haysfirm.com)

or such other address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted by email or facsimile transmission, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3<sup>rd</sup>) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

18. **Approval by City Council.** This Agreement is contingent upon its approval by the Calumet City Council within thirty (30) days following the date of execution of this Agreement by Seller. In the event that the Calumet City Council fails to approve this Agreement, it shall be considered null and void whereupon the parties shall have no liability or duty to each other in connection with this Agreement.

19. **Governing Law and Interpretation.** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.

20. **Captions.** The captions in this Agreement are inserted for convenience of reference only and in no way defined, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

21. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

22. **Partial Invalidity.** Seller and Buyer intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions in this Agreement which is or are not materially related to the liability of the parties hereto or to the conditions to Buyer's or Seller's obligations to consummate the transaction contemplated herein is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Seller and Buyer that such portion, provision or provisions shall be given force to the fullest extent that they are legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Buyer and Seller under the remainder of this Agreement shall continue in full force and effect.

23. **Time for Performance.** Time is of the essence of this Agreement and of each and every term and condition hereof. In the event the time for performance hereunder falls on a Saturday, Sunday or legal holiday, the time for performance shall be on the next day that is not a Saturday, Sunday or legal holiday.


24. **Waiver of Provisions.** The terms, covenants, warranties and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provision hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, contingency, or breach of any provision, term, covenant or warranty contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition, contingency or of the breach of any other provisions, term, covenant or warranty of this Agreement.

25. **Counterparts.** This Agreement may be executed in several counterparts, and all such separate counterparts shall constitute one Agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

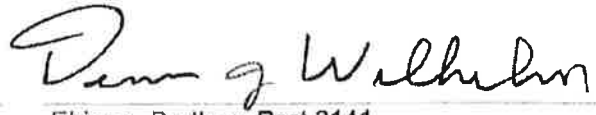
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Buyer:

City of Calumet City

By:   
Dennis G. Gianopolus,  
Corporation Counsel

Seller:

  
Ehinger Brothers Post 8141  
Quartermaster

**EXHIBITS**

**Exhibit "A"            Legal Description**

**Lots 32 – 38 in Block 5 in Burnham's West Hammond Subdivision of the Southwest ¼ of the Southwest ¼ of the South ½ of the Southeast ¼ of the Southwest ¼ of Section 8, Township 36 North, Range 15, East of the Third Principal Meridian, in the City of Calumet City, Cook County, Illinois.**

**Commonly known as: 664 Hirech, Calumet City, IL 60409**

**PIN Nos.        30-08-323-009-0000 through 30-08-323-013-0000 – 5 parcels.**

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

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**ORDINANCE  
NUMBER 18-11**

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**AN ORDINANCE AMENDING CHAPTER 38, ARTICLE IV,  
DIVISION IV, SECTION 38-264 AND ADDING SECTIONS 38-266,  
38-267, 38-268 and 38-269, OF THE MUNICIPAL CODE  
OF CALUMET CITY, COOK COUNTY, ILLINOIS  
(LICENSING: FOOD DELIVERY VEHICLES)**

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

**MICHAEL NAVARRETE  
MAGDALENA J. WOSZYNSKI  
DEANDRE TILLMAN  
RAMONDE WILLIAMS  
DEJUAN GARDNER  
JAMES PATTON  
ANTHONY SMITH**

**Aldermen**

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**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 04-12-18  
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95<sup>th</sup> Street - Evergreen Park, Illinois 60805**

**ORDINANCE NO. 18- 11**

**AN ORDINANCE AMENDING CHAPTER 38, ARTICLE IV,  
DIVISION IV, SECTION 38-264 AND ADDING SECTIONS 38-266,  
38-267, 38-268 and 38-269, OF THE MUNICIPAL CODE  
OF CALUMET CITY, COOK COUNTY, ILLINOIS  
(LICENSING: FOOD DELIVERY VEHICLES)**

**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 Mayor and the City Council of the City of Calumet City (the “*Corporate Authorities*”) may from time to time amend the text of the Municipal Code of Calumet City when it is determined to be in the best interests of the City; and

**WHEREAS**, the Corporate Authorities are charged with the responsibility of overseeing implementation of the terms and provisions of the City’s Health and Sanitation License Ordinance in a manner that encourages compliance by businesses licensed to operate food trucks in the City.

**NOW, THEREFORE**, 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 the above recitals are incorporated herein and made a part hereof, as it fully set forth in their entirety.

**SECTION 2:** That Chapter 38 (“*Health and Sanitation*”), Article IV (“*Food and Food Dealers*”), Division 4 (“*Food Delivery Vehicles*”), Section 38-264, (“*License*”), of the Municipal Code of Calumet City, Illinois, is hereby amended by deleting the following

stricken language and adding the underlined language to Section 38-264, Subsection (a) and by adding Sections 38-266, 38-267, 38-268 and 38-269 in their entirety.

**Sec. 38-264. License.**

- (a) *Required.* It shall be unlawful to use any vehicle for the delivery or sale of food intended for human consumption in the city at retail without a license. If the sale of food from a vehicle is intended, ~~it shall be strictly limited to commercially prepackaged foods~~ it shall only be sold from a vehicle licensed, inspected and maintained in accordance with the provisions of this Ordinance.
- (b) *Application.* Applications for the license required by this article shall comply with the general provisions of this Code relating to applications for license.
- (c) *Fee.*
  - (1) The annual fee for the license required by this article shall be one hundred fifty dollars (\$150.00) for each vehicle used as such.
  - (2) No license fee shall be required for any vehicle used to deliver foodstuffs from any establishment which is licensed and inspected as a food-dealing establishment which is in the city; but all provisions of this article other than this section shall be complied with in connection with such vehicles.
- (d) *Revocation.* In addition to any penalty provided by law, any license issued under the provisions of this article may be revoked by the mayor and council for any violation of this article.

**Sec. 38-266. Mobile Food Service Unit Operations.**

- (a) A mobile food service unit is defined as a food dispensing operation on wheels with its own source of electrical and motive power being 100% self-contained and able to perform its intended function while in compliance with all local, state, and federal statutes. Mobile food service units must not operate at a fixed location and must be moved on a daily basis. The same sanitation standards shall apply to mobile food service dispensing units as to stationary restaurants or other retail food handling establishments.
- (b) All mobile food service units or pushcarts must operate from a commissary or other fixed service establishment and must report at least daily to such location for all supplies and for all cleaning and servicing operations. Each mobile food service unit must initially and annually provide the location of their base of



operation, along with the base's appropriate permits to operate and a letter of permission to utilize that facility.

- (c) The base of operation must have a service area provided with overhead protection for supplying, cleaning and servicing the mobile food service unit and with a location for flushing and drainage of liquid waste to the sanitary sewer. The service area must be constructed of smooth, non-absorbent materials.
- (d) All mobile food service unit food and drink service establishments are required to display the license from Calumet City prior to starting operation within Calumet City. Licenses granted by the City shall be issued on an individual basis as a result of an inspection of each unit to determine the function it is intended to perform and to determine if it complies with the requirements set forth herein.
- (e) The Calumet City mobile food service unit permit license must be displayed on the rear right bumper and is not transferable to a different operator or a different vehicle. All mobile food service unit permits are linked to the vehicle identification number (VIN).

**Sec. 38-267. General Requirements for Mobile Food Service Units.**

- (a) All mobile food service units must have certified food handlers or have employees enrolled in an Illinois Department of Public Health (IDPH) approved 15-hour course from the initial day of operation. Mobile units not complying with this requirement will not be permitted to operate. By Illinois law, certified management is required at all times food is being prepared.
- (b) Ceilings must be smooth, easily cleanable, light in color, durable, continuous, and uniform. Raw wood surfaces are not permitted anywhere in the mobile unit, including under counters and inside cabinets. Floor surfaces must be smooth, easily cleanable, light in color, and durable. Vinyl commercial floor tile (1/8" thick and light in color), quarry tile and ceramic tile are approved floor coverings. The appropriate toe base coving must also be installed. Wall surfaces must be smooth, easily cleanable, durable light in color, continuous, and uniform. Finished drywall painted with a light-colored washable paint, FRP type materials, and stainless steel are approved wall surfaces.
- (c) All equipment must bear the seal of the National Sanitation Foundation (NSF), ETL, UL Sanitation Standard or equivalent and be approved by the Department of Inspectional Services. All cooling/freezing equipment must be mechanically operated and have built in or hanging thermometers. Home style equipment is not approved. All potentially hazardous food must be stored or displayed at a temperature of 41°F or below or 135°F or above at all times.
- (d) Two drain boards are required at all three compartment sinks along with an appropriately sized faucet, lockable drain plugs, and an indirect connection to the holding tank.

- (e) Hand sinks must be provided with mixing faucets, hot and cold water and approved disposable (paper) hand towels and soap.
- (f) All grease or smoke-producing cooking units must be provided with an approved exhaust system as outlined in BOCA, NFPA 96, UL and NSF. All exhaust systems must be designed per manufacturer's recommendations and based upon the grease and heat load. All hood systems must be approved by the Fire Department prior to installation.
- (g) At least fifty (50) foot candles of light shall be provided on all working surfaces. Shielding to protect against broken glass falling in food shall be provided for all lighting fixtures. Teflon coating is required on exposed bulbs.
- (h) All openings to the outside must be screened or provided with air curtains and all doors must be self-closing and tight fitting.
- (i) Licensee must provide dial stem thermometers with a range of 0°F to 220°F, a chemical test kit for the sanitizer type along with hair restraints and disposable gloves or other barrier for handling ready to eat foods.
- (j) Only single service disposable utensils shall be used for the service of food and drink.
- (k) All beverages, ice, bakery products, sandwiches and all other food items must be obtained from an approved and permitted commissary or base of operations and must be labeled in accordance with IDPH's Section 750.110 g) 1-5. Reselling food from a retail establishment is prohibited.
- (l) A mobile food service unit requiring a water system must have a potable water system under pressure and of sufficient capacity to furnish enough hot and cold water for food preparation, utensil cleaning, sanitizing, and hand washing.
- (m) If liquid waste results from the operation, the waste must be stored in a permanently installed retention tank which is at least 50% larger than the water supply tank.
- (n) In addition, all mobile food service units and pushcarts shall comply with the requirements of Section 750.100 through 750.1570 except as otherwise provided in this Section 750.1500 and in Section 750.1510 of Illinois Department of Public Food Service Sanitation Code (October 1998).

**Sec. 38-268. Inspections of Mobile Food Service Units.**

Every mobile food service unit licensed to operate will be submitted by the licensee for quarterly inspections by the Calumet City Department of Inspectional Services. The time period for quarterly inspections will begin on the date the license is issued to the licensee and will take place on a quarterly basis thereafter. Failure by

licensee to submit the mobile food service unit for a quarterly inspection will result in revocation of the license for the unit.

**Sec. 38-269 Designation of Location of Operation in Calumet City.**

If the licensee intends to operate the mobile food service unit at locations within the corporate limits of Calumet City, the licensee must designate in writing in its license application, or any renewal thereof, the specific locations in Calumet City at which it intends to operate.

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

**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.


*(Intentionally Left Blank)*

**ADOPTED** by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 12<sup>th</sup> day of April 2018, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
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 12<sup>th</sup> day of April 2018.

  
 Michelle Markiewicz Qualkinbush  
 Mayor

ATTEST:  
  
 Nyota T. Figs, City Clerk

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

**ORDINANCE**

**NUMBER 18-12**

**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. 18-12**

**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:

**277 Marquette Ave**

**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 12th day of April, 2018 pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Navarrete	X			
Wosczynski	X			
Tillman	X			
Williams	X			
Gardner	X			
Patton	X			
Smith	X			
(Mayor Qualkinbush)				
<b>TOTAL</b>	7	0	0	0

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

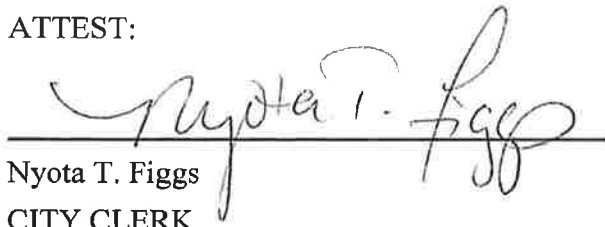
12th day of April, 2018.



Michelle Markiewicz Qualkinbush

MAYOR

ATTEST:



Nyota T. Figgs  
 CITY CLERK

**FINANCIAL MATTERS**

#1:Remit payment/ Proven Business Systems/ \$11,479.35 Approve the color copier printing overages to Proven Business Systems; direct City Treasurer to remit payment in the amount of \$11,479.35 to Proven Business Systems to be charged to the accounts per the attached communication.

Refer to Finance Comm. Alderman Patton asked to have this item referred to the Finance Committee. Any expenditure exceeding \$5,000.00 is subject to City Council approval. This seems to be a recurring problem over the past couple of years. Alderman Patton also requested that the department head of whatever department exceeded the \$5,000.00 in overages be present at the Finance Committee meeting to explain how the department went over the limit.  
Alderman Patton moved, seconded by Alderman Smith to refer this item to the Finance Committee.  
Clerk Figgs stated the departments are not alerted they are going over. Mayor Michelle stated that can be discussed at the Finance Committee meeting.

**MOTION CARRIED**

#2:Remit payment/ Mesirow Insurance Services, Inc./ \$8,877.00 Direct City Treasurer to remit payment of \$8,877.00 to Mesirow Insurance Services, Inc. to be paid from account #01050-52131 per attached communication.

#3:Remit payment/ Total Roofing and Construction/ \$73,500.00 Approve emergency repairs and roof replacement at Fire Station 2; direct City Treasurer to remit payment to Total Roofing and Construction in the amount of \$73,500.00 to be paid from paramedic fund line item #06617-55104.

Approve financial items #2-#3 as presented Alderman Smith moved, seconded by Alderman Wosczyński, to accept financial items #2- #3 as presented.

**ROLL CALL**

YEAS: 7 ALDERMEN: Navarrete, Wosczyński, Tillman, Gardner, Williams, Patton, Smith  
NAYS: 0 ALDERMEN: None  
ABSENT: 0 ALDERMEN: None

**MOTION CARRIED**



#4: Approve demo bids/ award to Holland Asphalt/ 763 Greenbay \$8,580.00 and 429 Freeland \$8,980.00

Approve demolition bids for 763 Greenbay Avenue in the amount of bids \$8,580.00 and 429 Freeland in the amount of \$8,980.00 and award to and the lowest bidder, Holland Asphalt services; direct City Treasurer to remit payment upon completion from account #12507-52645. Bid openings were held on April 5, 2018 at 12:30 p.m. in the Council Chambers in the City Hall.

Refer to Finance Comm.

Alderman Williams moved, seconded by Alderman Gardner to refer this item to the Finance Committee to discuss other options.

MOTION CARRIED

#5: Remit payment/ Axon Enterprises/ \$11,088.00

Approve payment to Axon Enterprise, Inc. in reference to the Taser year 2 payment; direct City Treasurer to remit payment in the amount of \$11,088.00 and charge the DOJ 1505 account.

#6: Remit payment/ Metropolitan Industries/ payment not to exceed \$9,556.00

Approve payment to Metropolitan Industries, Inc. for work done to Superior retention pump; direct City Treasurer to remit payment not to exceed \$9,556.00 from account 03036-52990.

#7: Remit payment/ Kreykes Electric/ not to exceed \$5,671.00

Approve payment to Kreykes Electric for work done at the State Street sewer pumping station; direct City Treasurer to remit payment exceed not to exceed \$5,671.00 from account 03036-52124.

#8: Approve bill listing (\$819,468.80)

Approve bill listing (\$819,468.80)

#9: Approve payroll (\$861,061.12)

Approve payroll (\$861,061.12)

Approve financial items #5-9 as presented

Alderman Tillman moved, seconded by Alderman Smith, to accept financial items #5- #9 as presented.

---

**ROLL CALL**

YEAS: 7 ALDERMEN: Navarrete, Wosczynski, Tillman, Gardner, Williams, Patton, Smith

NAYS: 0 ALDERMEN: Non

ABSENT: 0 ALDERMEN: None

MOTION CARRIED

**UNFINISHED BUSINESS**

Summer Employment Alderman Williams reported options are available for any teenager over the age of 16 looking for summer/ permanent employment through Command Search. Contact Alderman Williams at 708/891-8194 or 708/212-2240.

**EXECUTIVE SESSION** None

**ADJOURNMENT** Adjournment was at 8:19 p.m. on a motion made by Alderman Smith and seconded by Alderman Gardner.

MOTION CARRIED

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Nyota T. Figgs  
City Clerk