

**JOURNAL OF PROCEEDINGS**

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

**OCTOBER 25, 2018**

Public Comment

The following individuals addressed the City Council during the Public Forum held at 7:30pm:

Joe Balkis of 117 155<sup>th</sup> St commented on the minimum wage and UPS Freight workers and paid time off.

George Grenchik, of 457 Freeland regarding Saint Victor's trivia night.

**CALL TO ORDER**

Pledge Of Allegiance

The City Council of the City of Calumet City met in the City Council Chambers at 7:42 p.m. in a regular meeting on October 25, 2018, with Mayor Michelle Markiewicz Qualkinbush, present and presiding.

**ROLL CALL**

PRESENT: 5 ALDERMAN: Williams, Tillman, Gardner, Navarrete, Wosczyński

ABSENT: 2 ALDERMAN: Patton, Smith

Also present was, City Clerk Figgs, City Attorney Horvath, Police Chief Fletcher, Purchasing & Personnel Director Murray, Mayor's Assistant Bonato.

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

Approval of minutes

None.

Approval of minutes

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

**MOTION CARRIED**

**REPORTS OF STANDING COMMITTEES**

Finance

Alderman Wosczyński had no report.

Public Safety

Alderman Patton reported October 17, 2018 at 7 pm there will be a Public Safety meeting in the Council Chambers.

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.

## **CITY COUNCIL REPORTS**

City Clerk Figgs- No report.

City Treasurer Tarka- No report.

1<sup>st</sup> Ward Alderman Navarrete reported there will be no Town Hall meeting this last Wednesday of October.

2<sup>nd</sup> Ward Alderman Wosczynski encouraged residents to participate in the annual Thanksgiving food drive..

3<sup>rd</sup> Ward Alderman Tillman reminds residents to be safe on Halloween.

Alderman Tillman reminds 3<sup>rd</sup> Ward residents the Crime Watch meeting will be November 1<sup>st</sup> at 6:30pm in Downey Park.

4<sup>th</sup> ward Alderman Williams thanked residents, department heads, and Alderman who showed up for the town hall meeting and business meeting at Don Pedro's.

Alderman Williams reminded seniors there are two slots available for the senior snow removal program, please call (708) 891-8194 for information.

5<sup>th</sup> Ward Alderman Gardner reminded residents that the 5<sup>th</sup> Town Hall meeting will be at 6:30 p.m. at St. Andrews.

6<sup>th</sup> Ward Absent.

7<sup>th</sup> Ward Absent.

Mayor Michelle- Statement No report.

## INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

- A. City Treasurer Tarka RE: Investment report for the quarter ending September 30, 2018.
- B. Comcast RE: Addition to the Comcast channel lineup.
- C. ESDA RE: Emergency operations plan update.

### Accept & place on file

Alderman Wosczynski moved, seconded by Alderman Tillman, to approve the communication and place on file.

**MOTION CARRIED**

## NEW BUSINESS

#1 City Attorney to research possibility of Civil Action suit for defamatory Robocalls.

Direct City Attorneys to research possibilities of bringing a civil action against the maker or makers and all involved individuals in the defamatory robocall that was critical of the city.

#2 City Attorney to Cooperate with Attorney General For investigation of Robocalls.

Direct the City Attorneys to fully cooperate and release any necessary records to the Attorney General and any other law enforcement agency investigating the defamatory robocalls I was critical to the city.

#3 City Attorney to investigate Taxpayers monies to Compensate Dist. 155 superintendent.

Direct the City Attorney to investigate if the city can take action to recover the taxpayer's monies that may have been used to legally compensate superintendent of school District #155.

#4 City Council meeting to be rescheduled to November 19.

Approve city Council meeting on November 22, 2018, to be rescheduled to November 19, 2018, due to the Thanksgiving holiday.

#5 Approve Tag day for Family Outreach Center.

Approve Tag Day request for Family Outreach center on Friday and Saturday, December 7 & 8, 2018; at the following intersections: Sibley and Torrence, River Oaks Dr. & Torrence, and River Oaks Dr. and Burnham Avenue approved by the Police Department.

#6 Approve KLS Excavation and Demolition for the demolition of 210 155<sup>th</sup> St.

Approve recommendation from inspectional services to award demolition of 210 155<sup>th</sup> St. to KLS Excavation and Demolition the lowest bidder in the amount not to exceed \$12,500; direct the city Treas. to remit payment, and charge to the account #12507 – 52645 (bids were opened on October 4, 2018 and the City Clerk's Office)

#7 Draft a Resolution for the Sponsors of The 2018 Back to School Celebration

Motion to draft a resolution thanking all individuals for the commitment, dedication, participation and sponsorship in the 2018 city of Calumet City back to School Celebration and the 2018 full career and job fair: Law offices of Odelson & Sterk, Thornton Township and Supervisor Frank M. Zuccarelli, Cook County Commissioner Stanley Moore, Epic Arts Entertainment Ctr., Illinois Department of Employment Security, Family Dental Center, Advantage Toyota of River Oaks, River Oaks shopping mall, Wes's towing, IT People Network, Reginald Whitley.

#8 Draft a Resolution thanking School District 149

Motion to draft a resolution thanking School District 149 for their partnership, commitment and dedication in the Back to school celebration.

#9 Draft a Resolution Thanking Thornton Township Assessor

Motion to draft a Resolution Thanking the Thornton Township Assessor for her partnership, dedication, and commitment to the city of Calumet City and 4th Ward Tax Information Initiatives.

#10 Deferred to next meeting

Direct the City Attorney to amend the Landlord-Tenant Ordinance to add language that allows tenants to withhold the rents if premise condition is deemed and noncompliant by the Department of Inspectional Services. Tenant must notify landlord of the reason of withholding in writing and must be some portion of the rent.

#11 Board of Fire & Police to make promotions due to retirement of Captain Dietrich

Authorize the Board of Fire & Police Commission to make the appropriate promotions from the promotional list for Lieutenant and engineer due to the retirement of Captain Dietrich.

Approve #1- 9 and 11

Alderman Williams moved, seconded by Alderman Wosczyński, to approve new business items 1-9 and 11 as presented and amended.

ROLL CALL

YEAS: 5  
NAYS: 0  
ABSENT: 2

ALDERMEN: Williams, Tillman, Gardner, Navarrete, Wosczyński  
ALDERMEN: None  
ALDERMAN: Patton, Smith

**MOTION CARRIED**

**BUILDING PERMITS - None**

**RESOLUTIONS AND ORDINANCE**

#1 Ordinance: Economic Incentive Agreement with Advantage of River Oaks  
~~(Ord.#18-66)~~

Ordinance of the City of Calumet City, Cook County, Illinois, approving an Economic Incentive Agreement by and between the City of Calumet City, Cook County, Illinois and Advantage of River Oaks, Inc.  
**(See attached 4A)**

#2 Ordinance: Deleted

Ordinance amending Chapter 90 Handicap Parking of the Municipal Code of the City of Calumet city, Cook County, Illinois by adding 506 Warren St.

#3 Ordinance: Defer to next Council Meeting

Ordinance of the City of Calumet city, Cook County, Illinois, Approving an Amendment to certain agreement by and between the city of Calumet City and Chicago and SD1 properties, LLC (Sonic – 1299 Torrence Ave.)

Alderman Williams moved, seconded by Alderman Wosczyński to defer action.

AN ECONOMIC INCENTIVE AGREEMENT  
*by and between*  
THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS  
*and*  
ADVANTAGE OF RIVER OAKS, INC.

THIS ECONOMIC INCENTIVE AGREEMENT (the "*Agreement*") is entered into this 25th day of October, 2018, by and between the City of Calumet City, Cook County, Illinois, and Advantage of River Oaks, Inc. an Illinois corporation d/b/a Advantage Toyota River Oaks (the "*Developer*"), is hereby entered into this 25th day of October, 2018.

**PREAMBLES**

**WHEREAS**, the City is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs; and,

**WHEREAS**, the Mayor and City Council of the City (the "*Corporate Authorities*") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City's tax base, ameliorate blight and provide job opportunities for its residents; and,

**WHEREAS**, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies obsolescence, deteriorating buildings, and deteriorating site improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "TIF Act") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and,

WHEREAS, the Corporate Authorities authorized Kane, McKenna and Associates, Inc. of Chicago, Illinois ("Kane") to prepare an eligibility report of certain properties within the corporate boundaries of the City (the "Eligibility Report") in order to determine the eligibility of a specific area as depicted on *Exhibit A* attached hereto and made a part hereof, for designation as a "redevelopment project area" (the "Proposed Project Area") pursuant to the provisions of the TIF Act; and,

WHEREAS, the Proposed Project Area includes property commonly known as 1990 River Oaks Drive, Calumet City, Illinois, legally described on *Exhibit B* attached hereto and made a part hereof (the "Subject Property") which property is improved with a structure formerly the site of a restaurant but which has remained; and,

WHEREAS, the Developer owns and operates Advantage Toyota River Oaks (the "Dealership") located at 1970 River Oaks Drive, Calumet City, Illinois, an automobile dealership selling new and used cars and operating a service department; and,

WHEREAS, the Developer has advised the City that it proposes to acquire and renovate the Subject Property which is immediately adjacent to the dealership in order to expand its used car operation (the "Project") contingent upon the receipt of incentives from the City; and,

WHEREAS, the Corporate Authorities have reviewed the Developer's plans for expansion of the Dealership and given the current condition of the Subject Property, have determined it to be in the best interest of the City to commit the incentives to the Developer pursuant to the terms and conditions as hereinafter set forth as this Project will enhance the tax base of the City and the affected taxing districts, provide job opportunity to its residents and improve the health and welfare of the community.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

***Section 1. Incorporation of Recitals.***

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

***Section 2. Obligations of the Developer.***

A. Within thirty (30) days of the approval of this Agreement by the Corporate Authorities, the Developer shall have completed the acquisition of the Subject Property and have delivered proof thereof to the City.

B. On or before October 31, 2018, the Developer shall cause plans for the Project to be submitted to the City for its review and approval. Upon approval by the City, the City shall

issue such permits, licenses and approvals as deemed necessary to construct and complete the renovation of the Subject Property.

C. On or before March 1, 2019, the Developer shall have received an occupancy permit issued by the City, and have commenced the operation of the expanded Dealership.

D. It is understood and agreed that the operation of the expanded Dealership by the Developer shall not require any rezoning of the Subject Property.

E. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "*Prevailing Wage Act*"), if and to the extent the Developer's receipt of funds from the City pursuant to this Agreement causes the Developer to become subject to the Prevailing Wage Act" in accordance with its terms.

F. The Developer covenants and agrees to abide by all Legal Requirements as defined in Section 4.B; continue the operation of the Dealership throughout the term of this Agreement; and, to pay all taxes, fines fees of any kind when due and payable including real estate taxes.

***Section 3. City's Obligations.***

A. On October 12, 2017, the Corporate Authorities adopted Resolution 17-53 supporting the Class 8 Real Estate Assessment Classification for the Subject Property, a copy of which is attached as *Exhibit B* and agrees to continue its support for said classification so long as no notice of default and remains outstanding as provided in Section 5 of this Agreement.

B. The City agrees to rebate to the Developer sales taxes paid to the City from the Local Government Trust Fund, 35 ILCS 120/3 (the "*Sales Tax Revenue*") generated by the Dealership so long as the Developer has satisfied all of its obligations under Section 2 above and



so long as no notice of an event of default pursuant to Section 5 hereof has been issued and is outstanding. The rebates of Sales Tax Revenue shall be as follows:

(i) The initial \$200,000.00 of Sales Tax Revenue generated by the Dealership shall be retained by the City;

(ii) The Developer shall receive the next \$100,000.00 of Sales Tax Revenue generated by said Dealership;

(iii) All Sales Tax Revenue generated by the Dealership in excess of the amounts described in (i) and (ii) above shall be divided equally between the City and the Developer;

(iv) the Developer's right to receive a rebate of the Sales Tax Revenue commences January 1, 2018, shall terminate the earlier of ten (10) years (December 31, 2028) or at such time as the Developer has received an aggregate Sales Tax Revenue distribution of \$1,000,000, whichever occurs earlier.

C. Upon satisfaction of all of the commitments of the Developer as set forth in Section 2 and so long as no notice of an event default has been issued and remains outstanding pursuant to Section 5 hereof, the City hereby agrees to annually reimburse the Developer for Redevelopment Project Costs (as hereinafter defined) incurred in connection with the acquisition of the Subject Property and building and infrastructure improvements (the "*Project*"), from "Incremental Taxes" (as hereinafter defined), generated from the Subject Property.

"Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase of the equalized assessed value ("EAV") of the Subject Property and its improvements over the initial equalized value of the Subject Property at the time of the adoption of the TIF Act as certified by Cook County Clerk in accordance with the TIF Act.

5 Ord. #18-66

Upon completion of all infrastructure improvements and building rehabilitation, the Developer shall submit to the City all paid invoices, bills or receipts evidencing such expenditures in order to determine the total amounts of eligible Redevelopment Project Costs expended by the Developer to complete the Project. The City hereby agrees to reimburse the Developer for eligible Redevelopment Project Costs in an amount equal to the lesser of (i) twenty-five percent (25%) of the total of the Redevelopment Project Costs; or, (ii) \$500,000 payable as hereinafter set forth.

D. Upon the adoption of the TIF Act as applicable to the Redevelopment Project Area, the City shall establish a special tax allocation Fund (the "STAF") into which the City shall deposit all Incremental Taxes received from the Redevelopment Project Area as a result of the adoption of the TIF Act.

E. On November 1 of each year during the term of this Agreement or, if later, that date which is ten (10) days following the date on which the City receives the Incremental Taxes after the payment of the second installment of the real estate taxes, the City shall deposit the Incremental Taxes generated from the Subject Property into the "Advantage Toyota River Oaks Sub-Account" of the STAF which sub-account is automatically established upon the approval of this Agreement.

THE CITY'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE ADVANTAGE TOYOTA RIVER OAKS SUB-ACCOUNT FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

D. For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act. The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act after the date of this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement. The City has no obligation to the Developer to attempt to modify said rules or decisions.

***Section 4. Procedures for Reimbursement to the Developer.***

A. The Developer shall advance all funds and pay all costs necessary to construct and complete the Project.

B. So long as no notice of default pursuant to Section 5 has been issued and is outstanding, the Developer shall submit a written statement in the form attached hereto as *Exhibit C* with such bills, paid receipts, contracts, invoices, lien waivers or other evidence as may reasonably be required to evidence of the total Redevelopment Project Costs paid by the Developer. The City shall reimburse the Developer from the Advantage Toyota River Oaks Sub-Account in an amount equal to the lesser of: twenty-five percent (25%) of the total Redevelopment Project Costs paid by the Developer; or, (ii) \$500,000. Provided, however, no reimbursement shall be made by the City if the acquisition and construction of the Project was not completed by the Developer in accordance with the Legal Requirements (as hereinafter defined) and the provisions of this Agreement, including without limitation all permits issued by the City; or there is an outstanding notice of default for failure to comply with the Legal Requirements and/or the provisions of this Agreement. Reimbursement is approved,

reimbursement shall be made annually to the Developer from funds available in the Advantage Toyota River Oaks Sub-Account on December 1 each year during the term of this Agreement until the Developer has received an amount equal to the lesser of twenty-five percent (25%) of the Redevelopment Project Costs incurred by the Developer for the acquisition of the Subject Property and the renovation thereof; or, \$500,000. To the extent funds in the Advantage Toyota River Oaks Sub-Account are not sufficient to pay the total amount requested, such unpaid amount shall be paid on December 1 of the following year after the next deposit of Incremental Taxes into the Advantage River Oaks Toyota Sub-Account but only in the event no notice of default has been issued and remains outstanding. Reimbursement to the Developer shall continue on an annual basis until the Termination Date as defined in Section 6 hereof.

C. For purposes of this Agreement, "Legal Requirements" shall mean all applicable ordinances, regulations and laws of the City, State and Federal government, all permits, licenses and the terms of this Agreement.

***Section 5. Remedies – Liability.***

(a) If, in the City's judgment, the Developer is in material default of any representation covenant or obligation of the Developer under this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement, unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a

waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

(c) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

***Section 6. Term.***

Unless terminated pursuant to Section 5 or 9 hereof at any time during the term of this Agreement, the term of this Agreement shall commence on the date of execution after approval by the City Council and terminate on the earlier of: (i) receipt by the Developer of the amounts set forth in Section 3 hereof; or, (ii) December 31, 2042 (the "*Termination Date*").

*Section 7. Verification of Tax Increment.*

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property payable in 2018, and paid in each subsequent year during the term of this Agreement for the Subject Property.

*Section 8. Time; Force Majeure.*

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

*Section 9. Assignment; Sale of Subject Property.*

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event the Developer conveys gifts or transfers title to the Subject Property, or any portion thereof, this Agreement shall be terminated and all obligations of the City shall be terminated.

*Section 10. Representations and Covenants.*

A. The Developer represents, warrants and covenants, as of the date of this Agreement, that:

(i) The Developer is an Illinois limited partnership, duly organized and validly existing, and has the authority to enter into, execute, deliver, and perform this Agreement.

(ii) The execution, delivery, and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Developer is a party or by which the Developer is bound.

(iii) There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Developer which would impair its ability to perform under this Agreement.

B. The City represents, warrants, and covenants, as of the date of this Agreement, that:



(i) The City is a municipal corporation duly organized and validly existing under the laws of the State of Illinois and has all requisite corporate power and authority to enter into, execute, deliver, and perform this Agreement.

(ii) The execution, delivery, and performance of this Agreement, the consummation by the City of the transactions provided for herein, and the compliance with the provisions of this Agreement: (a) have been duly authorized by all necessary corporate action on the part of the City, (b) require no other consents, approvals, or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement, and (c) will not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement, or other instrument to which the City is a party or by which the City is bound.

(iii) To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

***Section 11. Developer's Indemnification.***

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or

from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

*Section 12. Waiver.*

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

*Section 13. Severability.*

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

*Section 14. Notices.*

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail return receipt requested, with postage prepaid, addressed as follows:

*To the Developer* : Advantage of River Oaks, Inc.  
1990 River Oaks Drive  
Calumet City, Illinois 60409

*To the City* : Mayor Michelle Markiewicz Qualkinbush  
City of Calumet City  
204 Pulaski Road  
Calumet City, Illinois 60409

*With a copy to :* Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd., Suite 964  
Chicago, Illinois 60604

*Section 15. Successors in Interest.*

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

~~*Section 16. No Joint Venture, Agency or Partnership Created.*~~

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

***Section 17. No Discrimination – Construction.***

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

***Section 18. Amendment.***

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

***Section 19. Counterparts.***

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

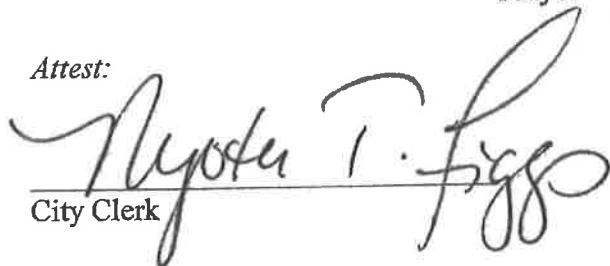
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Rock Island, Illinois.

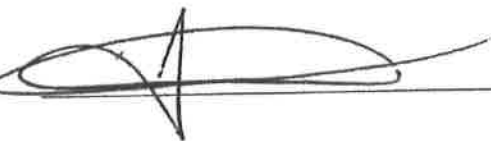
City of Calumet City, Cook County, an Illinois municipal corporation

By:   
Mayor

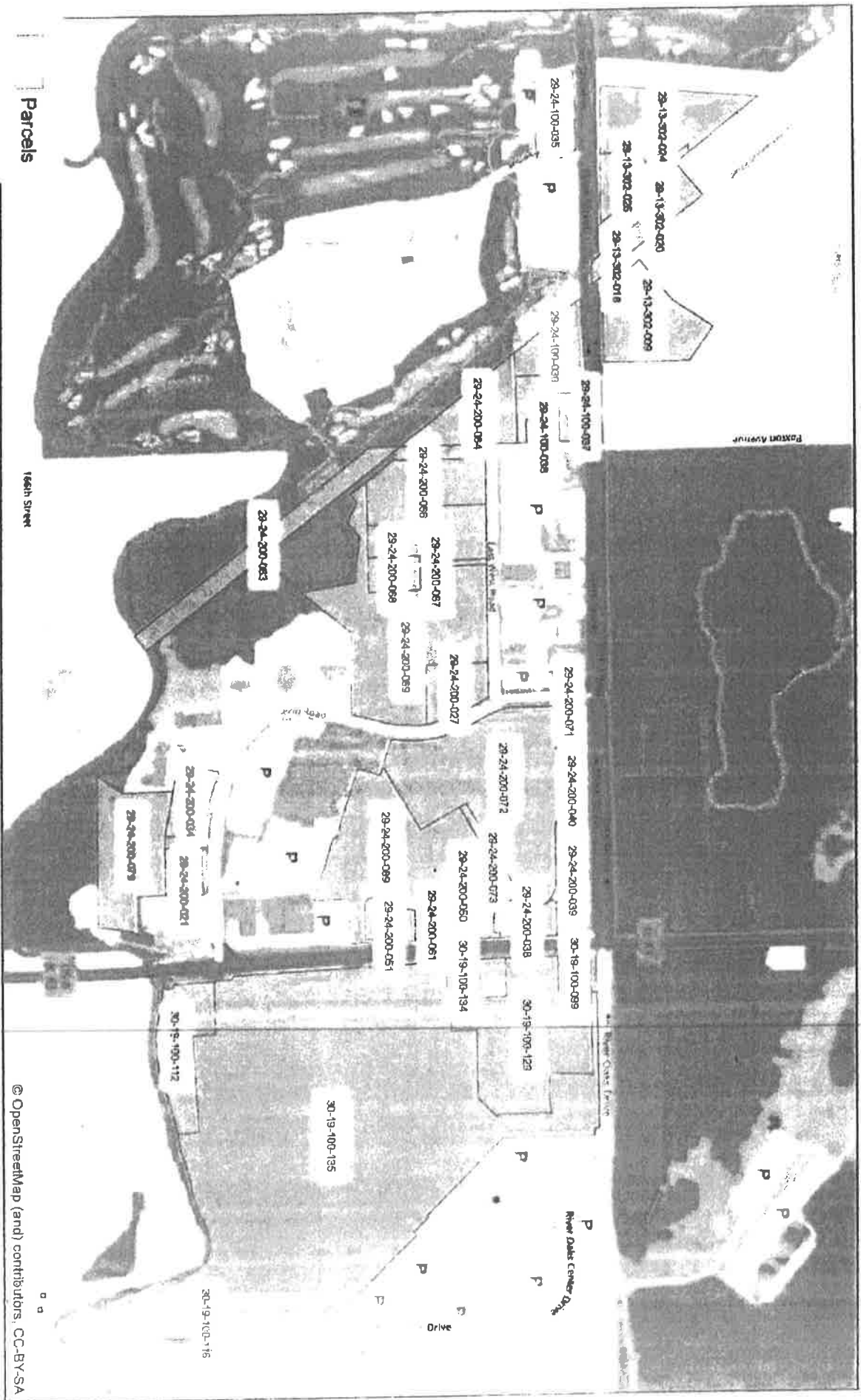
Attest:

  
City Clerk

Advantage of River Oaks, Inc., an Illinois corporation

By: 

# River Oaks TIF



Parcels

Prepared by:

Kane, McKenna

*Exhibit B*

*Legal Description*

1990 159<sup>th</sup> ST 29-13-302-024-0000

29-13-302-025-0000

PARCEL 1: THAT PART OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE EXTENDED NORTH OF PARK AVENUE, AS DEDICATED BY DOCUMENT NUMBER 24296287, AND THE NORTH RIGHT OF WAY LINE OF 159<sup>TH</sup> STREET, AS TAKEN BY DOCUMENT NUMBER 25546786, SAID POINT BEING 374.22 FEET WEST OF THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD CO., BY WARRANTY DEED RECORDED MAY 12, 1949 AS DOCUMENT 14552180, AS MEASURED ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 88 DEGREES 05 MINUTES 27 SECONDS WEST 447.53 FEET THENCE DUE WEST 65.94 FEET ALL ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE EAST LINE OF THE LAND CONVEYED TO THE COOK COUNTY FOREST PRESERVE DISTRICT BY DEED RECORDED DECEMBER 10, 1982 AS DOCUMENT NUMBER 264360805; THENCE NORTH 6 DEGREES 02 MINUTES 37 SECONDS EAST, ALONG THE AFORESAID LINE 991.13 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO THE PITTSBURGH, CINCINNATI CHICAGO AND ST LOUIS RAILROAD CO; THENCE SOUTH 37 DEGREES 54 MINUTES 20 SECONDS EAST 324.51 FEET ALONG LAST SAID RIGHT OF WAY LINE; THENCE DUE SOUTH 277.23 FEET; THENCE DUE EAST 170.23 FEET; THENCE SOUTH 37 DEGREES 54 MINUTES 20 SECONDS EAST 235 FEET; THENCE SOUTH 52 DEGREES 05 MINUTES 40 SECONDS WEST 133.20 FEET; THENCE DUE SOUTH 200 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE PITTSBURGH, CINCINNATI, CHICAGO AND ST LOUIS RAILROAD CO, BY WARRANTY DEED RECORDED MAY 12, 1949 AS DOCUMENT 14551280 AND THE NORTH RIGHT OF WAY LINE OF 159<sup>TH</sup> STREET, TAKEN BY DOCUMENT 25546786; THENCE DUE WEST 221.42 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 27 SECONDS WEST 152.80 FEET, ALL ALONG LAST SAID NORTH RIGHT OF WAY LINE TO A POINT THENCE DUE NORTH 200 FEET; THENCE NORTH 52 DEGREES 05 MINUTES 40 SECONDS EAST 133.20 FEET; THENCE NORTH 37 DEGREES 54, MINUTES 20 SECONDS WEST 235 FEET; THENCE DUE WEST 170.23 FEET; THENCE DUE NORTH 277.23 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO THAT PITTSBURGH CINCINNATI CHICAGO AND ST LOUIS RAILROAD CO. THENCE SOUTH 37 DEGREES 54 MINUTES 20 SECONDS EAST 950 FEET ALONG LAST SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING.

Exhibit C

CITY OF CALUMET CITY  
Request for Reimbursement

Dated: \_\_\_\_\_ Request No.: \_\_\_\_\_

City of Calumet City  
204 Pulaski Road  
Calumet City, Illinois 60409  
Attention: City Treasurer

Dear City Treasurer:

This Request for Reimbursement is delivered to you pursuant to that certain Redevelopment Agreement ("Agreement") by and between the City of Calumet City ("City") and Advantage of River Oaks, Inc. ("Developer"). Unless otherwise defined herein, capitalized terms used herein have the meanings provided in the Agreement.

The Developer hereby requests that a reimbursement be made in the aggregate principal amount of \$ \_\_\_\_\_ from Incremental Taxes. To induce the City to make such disbursement, the undersigned hereby, under oath, certifies and warrants to the City as follows:

- (a) The Agreement is in full force and effect;
- (b) No Default or Event of Default has occurred and is continuing or will result from the making of such disbursement;
- (c) The amounts requested herein were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the contracts, plans and specifications heretofore in effect;
- (d) The expenditures represent eligible reimbursable Redevelopment Project Cost, and have not been included in any previous Requisition, for which payment was received;
- (e) The amount requested herein is not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for an eligible and reimbursable Redevelopment Project Cost;
- (f) The amount of reimbursable Redevelopment Project Cost to be reimbursed in accordance with this Requisition is not in excess of an amount equal to the lesser of twenty-five percent (25%) of the costs of acquisition and renovation of the Subject Property and the renovation of 1990 River Oaks Drive as defined in the Agreement or \$500,000.
- (g) The Developer has complied with all requirement of any and all governmental authorities in the development of the Project;
- (h) That the amount requested herein plus all prior reimbursements prior hereto will have been expended in accordance with the Agreement.

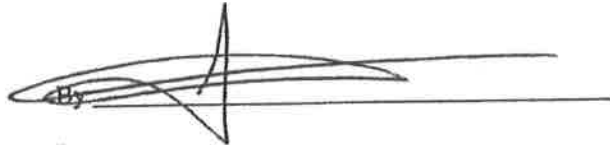
The Developer agrees that if prior to the time of disbursement requested hereby any matter certified to herein by it will not be true and correct in all material respects at such time as if then made, it will immediately so notify the City. Except to the extent, if any, that prior to the time of the reimbursement requested hereby, the City



shall receive written notice to the contrary from the Developer, each matter certified to herein shall be deemed once again to be certified as true and correct at the date of such reimbursement as if then made.

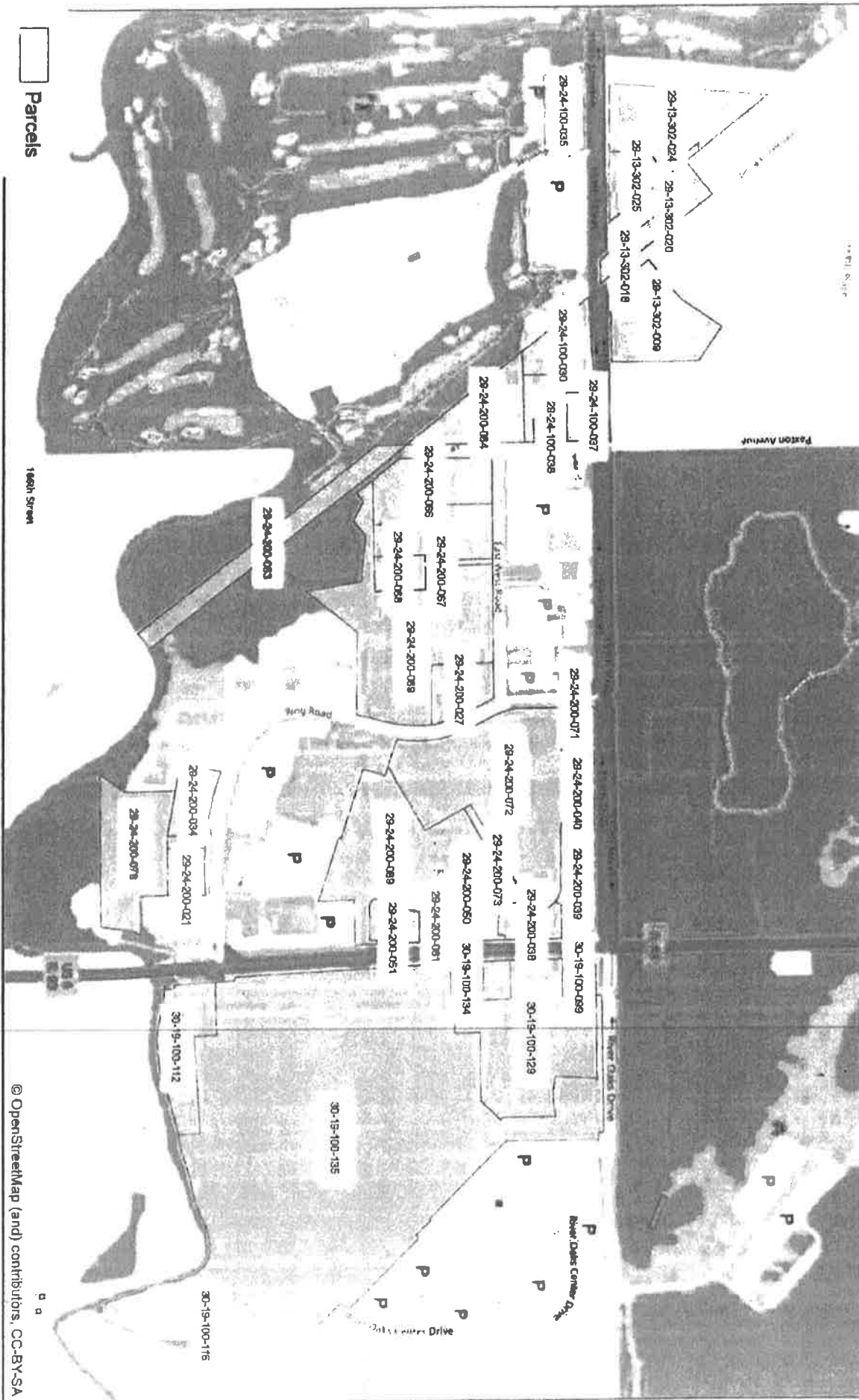
The Developer has caused this Request to be executed and delivered, and the certification and warranties contained herein to be made, by a duly authorized and responsible officer of the Developer this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

Advantage of River Oaks, Inc., an Illinois corporation

A handwritten signature in black ink, consisting of several overlapping loops and a vertical stroke, is written over a horizontal line.

Its: \_\_\_\_\_

# River Oaks TIF



Parcels

Prepared by:

Kane, McKenna

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0 0.05 0.1 0.2 Miles

Ordinance No. 18-66

AN ORDINANCE OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS,  
APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN  
THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS  
AND ADVANTAGE OF RIVER OAKS, INC.

WHEREAS, the City of Calumet City, Cook County, Illinois (the "City") is a home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Mayor and City Council of the City (the "Corporate Authorities") have acknowledged that it is often necessary to provide economic assistance in order to encourage private investment in industry, business and housing; thereby ameliorating blight, enhancing the tax base of the City, and providing job opportunities for its residents; and,

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, obsolescence, deteriorating buildings, and deteriorating site improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, pursuant to its powers as a home rule unit and the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "TIF Act"), the City is in the process of determining whether the area identified on the map attached hereto as *Exhibit A* qualifies for designation as a "redevelopment project area" under the TIF Act (the "Proposed Project Area"); and,

WHEREAS, the Proposed Project Area includes property commonly known as 1990 River Oaks Drive, Calumet City, Illinois (the "Subject Property") which property is improved with a structure formerly the site of a restaurant but which has remained; and,

**WHEREAS**, Advantage of River Oaks, Inc., an Illinois corporation (the "*Developer*") owns and operates Advantage River Oaks Toyota (the "*Dealership*") located at 1970 River Oaks Drive, Calumet City, Illinois, an automobile dealership selling new and used cars and operating a service department; and,

**WHEREAS**, the Developer has advised the City that it proposes to acquire and renovate the Subject Property which is immediately adjacent to the Dealership in order to expand its used car operation (the "*Project*") contingent upon the receipt of incentives from the City; and,

**WHEREAS**, the Corporate Authorities have reviewed the Developer's proposal and have determined that it is in the best interest of the City and its residents to provide assistance to the Developer in accordance with the terms of an economic incentive agreement between the City and Developer so that the Project may proceed; thereby furthering the economic development goals of the City as set forth herein.

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of Calumet City, Cook County, Illinois, as follows:

*Section 1.* That the Economic Incentive Agreement by and between the City of Calumet City, Cook County, Illinois and Advantage of River Oaks, Inc., attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said agreement on behalf of the City and undertake any and all actions as may be required to implement its terms.

*Section 2.* Ordinance No. 18-59 passed by the City Council on September 27, 2018, is hereby repealed.

*Section 3.* This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

Ord. #18-66

PASSED this 25<sup>th</sup> day of October, 2018.

AYES: (5) Navarrete, Wosczynski, Tillman, Williams, Gardner

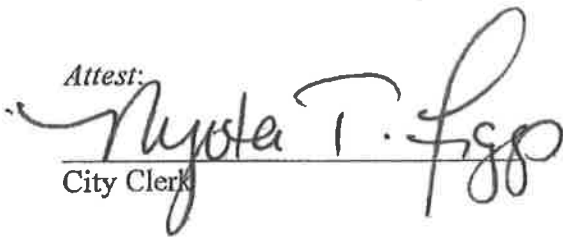
NAYS: None

ABSENT: (2) Patton, Smith

APPROVED:

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

#4 Resolution– Barber lounge thank you for Back to School Initiatives.  
(Res.# 18-50)

Resolution thanking the Barber lounge and its barbers, John Hampton, Jay Hernandez, Martin Torres, Christopher Trotter, and Richard Johnson for their Partnership and Assistance with the third Ward Back to School Initiatives.  
**(See attached 5A)**

Pass Resolution/Adopt Ordinances

Alderman Patton moved, seconded by Alderman Smith, to pass the resolution and adopt the ordinances 1 through 8 as presented, without the necessity of prior posting.

**ROLL CALL**

YEAS: 5  
NAYS: 0  
ABSENT: 2

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

**MOTION CARRIED**

**FINANCIAL MATTERS**

#1 Sean Brown Enterprises HVAC System cleanup for firing range / \$49,000.00

Approve the proposal from Sean Brown Enterprises for the demolition of firing range filtration and HVAC system and cleanup of the entire basement firing range and authorize the payment in the amount of \$49,900.00; direct the City Treasurer to remit payment and charge account #12507 – 52516.

#2 Air One Equipment bunker coats, pants and shields/ \$15,553.00

Approve the purchase and authorize payment to Air One Equipment for the purchase of eight bunker coats, five bunker pants and helmet shields, in the amount of \$15,553.00; direct the city Treas. to remit payment to be charged to account#01070-53440

#3 Unclaimed Property Tax Division / \$567.69

Authorize payment Treas. of the state of Illinois, Unclaimed Property Division, for the 2018 annual report of Unclaimed Property; direct city Treasurer to remit payment in the amount of \$567.69 and charged to account #01099 – 52940.

#4: Property Tax Appeal Board Case/ Amount in communication

Approve settlement of Property Tax Appeal board case Calumet River Oaks 15 – 32497 and authorize the City Attorney to execute the same; direct the City Treasurer to remit payment in the amount listed in the communication from the appropriate account.

#5: Emergency Payments / \$3,761.00

Approve emergency payments (\$3,761.00).

#6 Bill Listing / \$353,761.54

Approve Bill listing (\$353,761.54).

# A resolution

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



Presented by MAYOR MICHELLE MARKIEWICZ QUALKINBUSH, on October 25, 2018

## Whereas

**WHEREAS**, the businesses and their employees working in our community provide numerous services to the City's residents; and

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

**WHEREAS**, the Barber Lounge, and the individual barbers who work there, namely John Hampton, Jay Hernandez, Martin Torres, Christopher Trotter and Richard Johnson have graciously partnered with 3<sup>rd</sup> Ward Aldermen, DeAndre Tillman to assist in making the 3<sup>rd</sup> Ward Back to School Initiative a great success; and

**WHEREAS**, the Barber Lounge, John Hampton, Jay Hernandez, Martin Torres, Christopher Trotter and Richard Johnson deserve special 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:

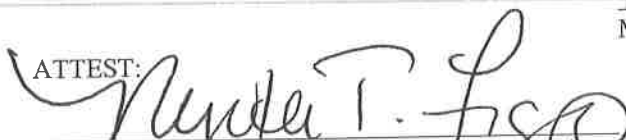
**Section 1.** That the Mayor and Members of the City Council wish to extend a special thank you to the Barber Lounge and its barbers, John Hampton, Jay Hernandez, Martin Torres, Christopher Trotter and Richard Johnson, for their participation and generosity in helping to make the 3<sup>rd</sup> Ward Back to School Initiative a huge success.

**Section 2.** That the City Clerk be and she is hereby authorized and directed to forward a certified copy of this Resolution to the Barber Lounge, John Hampton, Jay Hernandez, Martin Torres, Christopher Trotter and Richard Johnson.

**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 25<sup>th</sup> day of October, 2018.

  
Michelle Markiewicz Qualkinbush, Mayor

ATTEST:  
  
Nyota T. Figgs, City Clerk

#7 Payroll /

Approve payroll (\$820,777.06).

Approve financial items

Alderman Wosczynski moved, seconded by Alderman Patton, to approve financial items #1 thru #10 as presented.

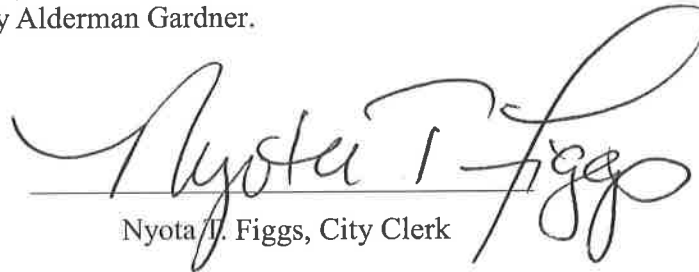
ROLL CALL

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

**MOTION CARRIED**

ADJOURNMENT

Adjournment was at 8:06 p.m. on a motion made by Alderman Wosczynski, seconded by Alderman Gardner.

  
\_\_\_\_\_  
Nyota T. Figgs, City Clerk

**MOTION CARRIED**

/kt