#### JOURNAL OF PROCEEDINGS

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

#### **AUGUST 10, 2023**

Public Comment George Gretchen 467 Freeland invited all the residents to the Shepard

Fest which is a three day event held at Our Lady of Knocks on August 18<sup>th</sup>, 19<sup>th</sup>, and the 20<sup>th</sup>. The Friday event is from 5p.m. – 11p.m., Saturday is from 2p.m. – 11 p.m., and Sunday's event is from

11a.m. -10p.m.

Pledge Of Allegiance The City Council of the City of Calumet City met in the City Council

Chambers at 6:05 p.m. in a Regular Meeting on August 10, 2023,

with Mayor Jones present and presiding.

**ROLL CALL** 

PRESENT: 5 ALDERMEN: Navarrete, Wilson, Tillman, Williams, Gardner,

ABSENT: 2 ALDERMEN: Patton, Smith

Also present was City Treasurer Gerald Tarka, City Attorney Carissa

Townsend, Police Chief Kolosh, Fire Chief Bachert, City

Administrator Jaffrey, Department of Inspectional Services Director

Shery Tillman, Deputy Clerk I Jessica Coffee, Economic

Development Department, Val Williams, Don Alesky, Public Works Commissioner Jerico Thomas, Deputy Commissioner Scott Nnamah

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

Prayer Pastor Stokes led the City Council in prayer.

Approval of Minutes

A. Finance Committee of the Whole July 20, 2023

B. Finance Committee of the Whole July 24, 2023

C. Special Meeting July 27, 2023

D. Special Meeting July 27, 2023

E. Regular City Council Meeting July 27, 2023

Approval of Minutes Alderman Gardner moved, seconded by Alderman Williams to

approve the minutes as presented.

**MOTION CARRIED** 

#### REPORTS OF STANDING COMMITTEES

Finance Alderman Gardner had no report.

**Public Safety** 

Alderman Williams had no report.

Public Utilities

Alderman Patton was absent.

Ord. & Res.

Alderman Tillman reported on the Ordinance and Resolution

Committee meeting held on August 08, 2023.

H.E.W

Alderwoman Wilson thanked the participants assisting with the Back to School event and announced that there will be a lot of resources for Highschool students. The Back to School Resource Fair is a Citywide event that will be held on August 13, 2023 from 11a.m. to

4p.m.

Permits & Licenses

Alderman Smith was absent.

Public Works

Alderman Navarrete reported on the agenda items that will increase

the Public Works Fleet.

CITY COUNCIL REPORTS

Ald. Navarrete

Alderman Navarrete reported on the Green Alley Projects and the goal to complete four new alleys. Alderman Navarrete commented

on the Properties on this Agenda.

Ald. Wilson

Alderwoman Wilson thanked Impact Church and announced that BLOC meetings have taken place every Monday in the month of July and the meetings will continue. If there are any concerns about dim lights on any of the blocks in the 2<sup>nd</sup> ward please text your name and address. The 2<sup>nd</sup> ward contest for the best yard has been postponed due to the recent heavy rain. Alderwoman Wilson announced there are free programs for the children of calumet city and the Chargers

football team is one she would like residents to visit

calumetritychargers.org. The Health Education and Wellness Fair will

be held on August 13, 2023 at Memorial Park.

Ald. Tillman

Alderman Tillman reported that the 3<sup>rd</sup> and 4<sup>th</sup> wards Back to School

event on August 12, 2023 at Downey Park.

Ald. Williams

Alderman Williams gave honor to God. Alderman Williams reminded

residents about the Annual Back to School event on August 12th.

Ald. Gardner

Alderman Gardner invited residents to the Tax Appeal seminar at the American Legion at 6:30p.m. Alderman Gardner announced that Lincoln Elementary is having a Back-to-School event on Saturday

August 12, 2023.

Ald. Patton

Alderman Patton was absent.

Ald. Smith

Alderman Smith was absent.

#### INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

A. Investment Report June 30, 2023 RE: Treasurer To

RE: Treasurer Tarka submitting the Investment Report for the quarter

ending June 30, 2023.

B. Resignation Letter RE: Detective Marcus Giglio letter of resignation from the Calumet

City Police Department.

C. Statehouse Briefing RE: Illinois Municipal League Statehouse briefing – June 26, 2023.

D. TF North Highschool Letter RE: Track 'n Trap Wildlife Control report for the period of June 16 -

June 30, 2023.

E. Letter of Gratitude RE: Dorothy Morris expressing gratitude to Mayor Jones and

Alderman Williams for a prompt response to their needs for home

repair.

Approval of Informational Items

Alderman Gardner moved, seconded by Alderman Wilson to approve

informational items as presented.

**MOTION CARRIED** 

**NEW BUSINESS** 

#1: Approve Drafting of an Ordinance Approve the direction of the City Attorney to draft an Ordinance to

amend the handicap parking Ordinance by adding 509 Superior

Avenue; further direct Public Works to install a pole at said location.

#2: Approve Street Closure Approve the request for street closure of Valencia Ct for a block party

on Saturday, August 19th from 10am to 8pm, and direct public works

to install vehicle barriers and garbage cans on Valencia Ct.

#3: Approve Intergovernmental Agreement Approval to enter an intergovernmental agreement with MWRD

pending legal review by City Attorney, and subsequent authorization by City Council for the Mayor's signature on said agreement — whereby MWRD will reimburse the City of Calumet City 80% of total construction costs for the continuation of the City's green-alley project - in an amount not to exceed \$592,000 (item should be a

Financial Item, amended).

#4: Approve Drafting of an Ordinance Approve directing of the city attorney to draft an ordinance to amend

the handicap parking ordinance by adding 499 Calhoun; further direct Public Works to install a pole and include the address on sign at said

location as amended.

#### #5: Approve Drafting of an Ordinance

Approve directing of the city attorney to amend the handicap parking ordinance by adding 398 Saginaw; further direct Public Works to install a pole and include the address on sign at said location as amended.

#### #6: Approve Installation of Speed Bumps

Approve directing of Public Works to install speed bumps on Hirsch Avenue from 161st Street to 162nd Street.

#### #7: Approve Block Closure

Approve the Memorial Blvd Block Club Steppers Set on 9/3 from 2p-8p. Requesting block closure with amplified noise. Direct public works to set up barricades on Memorial from 1301 Marquette to 1325 Saginaw. Also please provide two garbage cans.

#### Approval of Various Action Items

5

Alderman Wilson moved, seconded by Alderman Gardner to approve various action items as amended.

**ROLL CALL** 

YEAS:

ALD

ALDERMEN Navarrete, Wilson, Tillman, Williams, Gardner

NAYS: 0
ABSENT: 2

ALDERMEN: NONE

ALDERMAN: Patton, Smith

**MOTION CARRIED** 

#### **BUILDING PERMITS**

#### **New Fence Construction**

564 Douglas	Privacy	1st Ward
619 Calhoun	Privacy	2nd Ward
598 Yates	Privacy	2nd Ward
603 Merrill	Privacy	4th Ward
520 Oglesby	Privacy	4th Ward
5 Mason	Privacy	5th Ward

#### Approve Building Permits

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

**MOTION CARRIED** 

#### RESOLUTIONS AND ORDINANCE

Res. #1 Resolution for purchase of 807 Burnham Ave

Resolution approving the term sheet and authorizing the purchase of 807 Burnham Avenue.

(Res.#23-35)

(See attached page 5A)

Res. #2 Resolution for purchase of 745

Torrence Drive

Resolution approving the term sheet and authorizing the purchase

of 745 Torrence Drive.

(Res.# 23-36)

(See attached page 5B)

Res. #3 Resolution for purchase of 646

Burnham Ave

Resolution approving the term sheet and authorizing the purchase of

646 Burnham Avenue.

(Res.# 23-37)

(See attached page 5C)

Res. #4 Resolution for purchase of 610

Burnham Ave

Resolution approving the term sheet and authorizing the purchase of 610 Burnham Avenue.

(Res.# 23-38)

(See attached page 5D)

Res. #5 Resolution for purchase of 1539

Kenilworth Drive

Resolution approving the term sheet and authorizing the purchase of 1539 Kenilworth Drive.

(Res.# 23-39)

(See attached page 5E)

Res. #5 Resolution for purchase of 1273

River Drive

Resolution approving the term sheet and authorizing the purchase of 1273 River Drive.

(Res.# 23-40)

(See attached page 5F)

Approve Resolutions and Ordinances

Alderman Tillman moved, seconded by Alderman Wilson, to pass Resolutions and adopt Ordinances as presented.

ROLL CALL

YEAS:

5

ALDERMEN: Navarrete, Wilson, Tillman, Williams, Gardner

NAYS:

0

ALDERMEN: NONE

ABSENT:

2

ALDERMAN: Patton, Smith

**MOTION CARRIED** 

#### FINANCIAL MATTERS

#1: Payment to Calumet City Plumbing

Approve cost payable to Calumet City Plumbing for invoice 58949, in the amount of \$11,492.70. Please direct City Treasurer to remit payment from account 03036-52349.

#2: Payment to Co-Alliance Cooperative

Inc

Approve cost payable to Co-Alliance Cooperative Inc for invoice 298435, in the amount of \$7,630.00. Please direct City Treasurer to remit payment from account 01099- 52009.

# THE CITY OF CALUMET CITY COOK, ILLINOIS

# RESOLUTION NO. 23-35

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 807 BURNHAM AVENUE

THADDEUS JONES, Mayor DR. NYOTA T. FIGGS, City Clerk

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
DEANDRE TILLMAN
RAMONDE WILLIAMS
MONET WILSON
Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on August 10,2023

Prepared by: Peterson, Johnson, and Murray, LLC, 200 W. Adams, Suite 2125, Chicago, IL 60606

### CALUMET CITY Cook County, Illinois

#### **RESOLUTION NO. 23-35**

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 807 BURNHAM AVENUE

WHEREAS, 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; and

WHEREAS, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

WHEREAS, the Cook County Land Bank Authority has acquired 807 Burnham Avenue (PIN 30-17-120-057-0000) in Calumet City ("Subject Property"); and

WHEREAS, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for twenty thousand dollars (\$20,000); the terms of said offer are attached herein as Exhibit A ("Term Sheet"); and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to approve the Term Sheet purchase 807 Burnham Avenue.

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

**SECTION ONE:** The City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

**SECTION TWO:** The Mayor and City Council hereby approve and accept the Term Sheet attached herein as Exhibit A. The Mayor or his designee are hereby authorized to facilitate payment and execute any documents, necessary to carry out the terms of Exhibit A and complete the purchase of said Subject Property for twenty thousand dollars (\$20,000), subject to review and revision by the City Attorney.

**SECTION THREE:** If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

<u>SECTION FOUR</u>: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.

**SECTION SIX:** This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this <u>10<sup>th</sup></u> day of <u>August</u>, 2023, pursuant to a roll call as follows:

1	No	Absent	Present
X			
X			
		X	
		X	
X			
X			
X			
	, <u>, , , , , , , , , , , , , , , , , , </u>		
	X X X	X X X	X

APPROVED by the Mayor on August 10, 2023.

Thaddeus Jones
MAYOR

ATTEST:

Dr. Nyota T. Figgs CITY CLERK

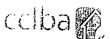
Regular City Council Mtg.

August 10, 2023 Res.#23-35

#### **EXHIBIT A (TERM SHEET)**

FILE NUMBER:

### Cook County Land Bank Authority ("CCLBA") Term Sheet



١.	Property:	Address: 807 Burnham Avenue, Calumet City, IL 60-	409

PIN (S): 30-17-120-057-0000

2. Purchaser:

Name: City of Calumet City

Address: 204 Pulaski Road. Calumet City. 1L 60409

Phone: 708-891-8139

Email: wwilliams@calumeteity.org

3. Purchaser's Attorney:

Name: Address:

Phone: Email:

4. Purchase Price:

\$ 20,000

5. Proposed Municipal Use for Property: Economic Development

6. <u>Financing:</u> The Purchaser (check one) (\_\_\_) will or (\_X\_) will not obtain financing to purchase the Property. Lender: NA

CCLBA will have the right to terminate this transaction upon any material change in how the purchase of the Property is being financed. Any such change will be permitted only with CCLBA's express authorization.

- Property Sold As-Is: Each Property sold by CCLBA is sold on an "as is" basis with no express or implied warranties as to condition.
- 8. Contract of Purchase and Sale: Upon the execution and delivery of this Term Sheet by both Seller and Purchaser (collectively, "Parties"), Seller will have its attorneys prepare, and send to Purchaser, a Purchase Agreement. Such Purchase Agreement shall be consistent with these terms and shall include other material terms and conditions of the sale yet to be agreed to by the Parties, including, without limitation, representations and warranties mutually acceptable to the Parties. The Purchaser shall have seven (7) business days from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller's attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within seven (7) business days, the terms set forth in this Term Sheet and the Purchase Agreement shall expire.
- 9. Contingent on Acquisition: CCLBA (check one) (X) has. (\_) has not, acquired the Property.

If CCLBA has not yet acquired the Property, CCLBA's obligation to close on the Property is contingent upon CCLBA's acquisition of the Property prior to NA ("Acquisition Deadline"). If, at any time, CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition Deadline, this Term Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

1

- 10. Closing Location and Period: The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.
- 11. Transfer Taxes; Prorations and Closing Costs: Purchaser will shall pay the costs of any transfer/inspection fees and taxes due for Seller's acquisition and sale of the Property. Notwithstanding any local custom, Purchaser shall record the deed and pay all associated costs. Seller represents that property taxes have been voided through the year of Seller's acquisition. However, any taxes that have accrued between the year of Seller's acquisition and the Closing will be Purchaser's responsibility to pay. Seller will not provide a tax proration at Closing.
- 12. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:

	Keep and maintain the current DAWGS system at the attached rates.	
	Discontinue and replace the DAWGS system.	
Y	Not applicable	

13. <u>Termination</u>: Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. If the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Terms Sheet and returning the same to the undersigned.

Cook County Land Bank Authority ("CCLBA")

Name: Jessica Caffrey
Title: Executive Director

Agreed to as of 7-12 - 23

Application Fee Received: NA

Purchaser

Title: Mayor, Calumet City

2

## THE CITY OF CALUMET CITY COOK, ILLINOIS

# RESOLUTION NO. 23-36

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 745 TORRENCE DRIVE

THADDEUS JONES, Mayor DR. NYOTA T. FIGGS, City Clerk

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
DEANDRE TILLMAN
RAMONDE WILLIAMS
MONET WILSON
Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on August 10,2023

Prepared by: Peterson, Johnson, and Murray, LLC, 200 W. Adams, Suite 2125, Chicago, IL 60606

### CALUMET CITY Cook County, Illinois

#### **RESOLUTION NO.23-36**

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 745 TORRENCE DRIVE

WHEREAS, 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; and

WHEREAS, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

WHEREAS, the Cook County Land Bank Authority has acquired 745 Torrence Drive (PIN 30-18-100-022-0000) in Calumet City ("Subject Property"); and

WHEREAS, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for forty-five thousand dollars (\$45,000) the terms of said offer are attached herein as Exhibit A ("Term Sheet"); and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to approve the Term Sheet and purchase 745 Torrence Drive.

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

**SECTION ONE:** The City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

**SECTION TWO:** The Mayor and City Council hereby approve and accept the Term Sheet attached herein as Exhibit A. The Mayor or his designee are hereby authorized to facilitate payment and execute any documents, necessary to carry out the terms of Exhibit A and complete the purchase of said Subject Property for forty-five thousand dollars (\$45,000), subject to review and revision by the City Attorney.

**SECTION THREE:** If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.

**SECTION SIX:** This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 10th day of August, 2023, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			-
Navarrete	X			
Patton		-	X	
Smith			X	
Tillman	X	·		<del></del>
Williams	X			
Wilson	X			
(Mayor Jones)				

APPROVED by the Mayor on August 10, 2023.

Thaddeus Jones MAYOR

ATTEST:

Dr. Nyota T. Figgs, CITY CLERK

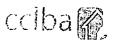
Regular City Council Mtg.

August 10, 2023

Res.#23-36

#### EXHIBIT A (TERM SHEET)

#### Cook County Land Bank Authority ("CCLBA") **Term Sheet**



1	Property:	

Address: 745 Torrence, Calumet City, IL 60409

PIN (S): 30-18-100-022-0000

2. Purchaser:

Name: City of Calumet City

Address: 204 Pulaski Road, Calumet City, IL 60409

Phone: 708-891-8139

Email: wwilliams@calumetenty.org

3. Purchaser's Attorney:

Name: Address: Phone: Email:

4. Purchase Price:

\$ 45,000

5. Proposed Municipal Use for Property: Economic Development

6. Financing: The Purchaser (check one) (\_\_\_) will or (\_X\_) will not obtain financing to purchase the Property. Lender: NA

CCLBA will have the right to terminate this transaction upon any material change in how the purchase of the Property is being financed. Any such change will be permitted only with CCLBA's express authorization.

- 7. Property Sold As-Is: Each Property sold by CCLBA is sold on an "as is" basis with no express or implied warranties as to condition.
- 8. Contract of Purchase and Sale: Upon the execution and delivery of this Terms Sheet by both Seller and Purchaser (collectively, "Parties"), Seller will have its attorneys prepare, and send to Purchaser, a Purchase Agreement. Such Purchase Agreement shall be consistent with these terms and shall include other material terms and conditions of the sale yet to be agreed to by the Parties, including, without limitation, representations and warranties mutually acceptable to the Parties. The Purchaser shall have seven (7) business days from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller's attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within seven (7) business days, the terms set forth in this Term Sheet and the Purchase Agreement shall expire.
- 9. Contingent on Acquisition: CCLBA (check one) (X) has, (\_) has not, acquired the Property.

If CCLBA has not yet acquired the Property. CCLBA's obligation to close on the Property is contingent upon CCLBA's acquisition of the Property prior to \_\_\_\_NA ("Acquisition Deadline"). If, at any time. CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition Deadline, this Term Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

1

- 10. Closing Location and Period: The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.
- 11. <u>Transfer Taxes</u>; <u>Prorations and Closing Costs</u>: Purchaser will shall pay the costs of any transfer/inspection fees and taxes due for Seller's acquisition and sale of the Property. Notwithstanding any local custom, Purchaser shall record the deed and pay all associated costs. Seller represents that property taxes have been voided through the year of Seller's acquisition. However, any taxes that have accrued between the year of Seller's acquisition and the Closing will be Purchaser's responsibility to pay. Seller will not provide a tax proration at Closing.
- 12. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:

Keep and maintain the current DAWGS system at the attached rates.

Discontinue and replace the DAWGS system.

Not applicable

13. <u>Termination:</u> Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. If the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Terms Sheet and returning the same to the undersigned.

Cook County Land Bank Authority ("CCLBA")

Name: Jessica Caffrey Title: Executive Director

Application Fee Received: NA

Purchaser

Name: Thaddeus Jones

Title: Mayor, Calumet City

Agreed to as of 06-01-2023

## THE CITY OF CALUMET CITY COOK, ILLINOIS

# RESOLUTION NO. 23-37

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 646 BURNHAM AVENUE

THADDEUS JONES, Mayor DR. NYOTA T. FIGGS, City Clerk

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
DEANDRE TILLMAN
RAMONDE WILLIAMS
MONET WILSON
Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on August 10,2023

Prepared by: Peterson, Johnson, and Murray, LLC, 200 W. Adams, Suite 2125, Chicago, IL 60606

### CALUMET CITY Cook County, Illinois

#### **RESOLUTION NO.23-37**

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 646 BURNHAM AVENUE

WHEREAS, 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; and

WHEREAS, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

WHEREAS, the Cook County Land Bank Authority has acquired 646 Burnham Avenue (PIN 30-07-432-018-0000) in Calumet City ("Subject Property"); and

WHEREAS, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for twenty-five thousand dollars (\$25,000) the terms of said offer are attached herein as Exhibit A ("Term Sheet"); and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to approve the Term Sheet and purchase 646 Burnham Avenue.

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

**SECTION ONE:** The City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

**SECTION TWO:** The Mayor and City Council hereby approve and accept the Term Sheet attached herein as Exhibit A. The Mayor or his designee are hereby authorized to facilitate payment and execute any documents, necessary to carry out the terms of Exhibit A and complete the purchase of said Subject Property for twenty-five thousand dollars (\$25,000), subject to review and revision by the City Attorney.

**SECTION THREE:** If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

**SECTION FOUR:** Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.

**SECTION SIX:** This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this <u>10<sup>th</sup></u> day of August, 2023, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			
Navarrete	X			
Patton			X	
Smith			X	
Tillman	X			
Williams	X		_	
Wilson	X			
(Mayor Jones)				

**APPROVED** by the Mayor on August 10, 2023.

Thaddeus Jones MAYOR

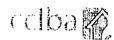
Dr. Nyota T. Figgs, CITY CLER

Regular City Council Mtg. August 10, 2023

Res.#23-37

#### **EXHIBIT A (TERM SHEET)**

### Cook County Land Bank Authority ("CCLBA") Term Sheet



1.	Property:	Address: 646 Burnham Avenue, Calumet City, IL 60	MAC
٠.	1 TOPCITY.	Address, 646 Durmain Avenue, Calumer City, 11, 60	/409

PIN (S): 30-07-432-018-0000

2. Purchaser: Name: City of Calumet City

Address: 204 Pulaski Road. Calumet City, IL 60409

Phone: 708-891-8139

Email: williams@calumetcity.org

3. <u>Purchaser's Attorney</u>: Name:

Address: Phone: Email:

4. Purchase Price: \$ 25,000

5. <u>Proposed Municipal Use for Property</u>: Economic Development

 Financing: The Purchaser (check one) (\_\_\_) will or (\_X\_) will not obtain financing to purchase the Property. Lender: NA

CCLBA will have the right to terminate this transaction upon any material change in how the purchase of the Property is being financed. Any such change will be permitted only with CCLBA's express authorization.

- 7. Property Sold As-Is: Each Property sold by CCLBA is sold on an "as is" basis with no express or implied warranties as to condition.
- 8. Contract of Purchase and Sale: Upon the execution and delivery of this Terms Sheet by both Seller and Purchaser (collectively, "Parties"). Seller will have its attorneys prepare, and send to Purchaser, a Purchase Agreement. Such Purchase Agreement shall be consistent with these terms and shall include other material terms and conditions of the sale yet to be agreed to by the Parties, including, without limitation, representations and warranties mutually acceptable to the Parties. The Purchaser shall have seven (7) business days from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller's attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within seven (7) business days, the terms set forth in this Term Sheet and the Purchase Agreement shall expire.
- 9. Contingent on Acquisition: CCLBA (check one) (X) has not, acquired the Property.

If CCLBA has not yet acquired the Property. CCLBA's obligation to close on the Property is contingent upon CCLBA's acquisition of the Property prior to \_\_\_\_\_NA\_\_\_\_\_\_\_("Acquisition Deadline"). If, at any time. CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition Deadline, this Term Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

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- 10. Closing Location and Period: The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.
- 11. <u>Transfer Taxes: Prorations and Closing Costs:</u> Purchaser will shall pay the costs of any transfer/inspection fees and taxes due for Seller's acquisition and sale of the Property. Notwithstanding any local custom, Purchaser shall record the deed and pay all associated costs. Seller represents that property taxes have been voided through the year of Seller's acquisition. However, any taxes that have accrued between the year of Seller's acquisition and the Closing will be Purchaser's responsibility to pay. Seller will not provide a tax proration at Closing.
- 12. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:

Keep and maintain the current DAWGS system at the attached rates.
Discontinue and replace the DA WGS system.
Not applicable

13. <u>Termination:</u> Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. If the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Terms Sheet and returning the same to the undersigned.

Cook County Land Bank Authority ("CCLBA")

Name: Jessica Caffrey Title: Executive Director

Application Fee Received: NA

Purchaser

Name: Thaddeus Jones

Name: /nadatus Jones

Agreed to as of 06-0/-202

## THE CITY OF CALUMET CITY COOK, ILLINOIS

# RESOLUTION NO. 23-38

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 610 BURNHAM AVENUE

THADDEUS JONES, Mayor DR. NYOTA T. FIGGS, City Clerk

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
DEANDRE TILLMAN
RAMONDE WILLIAMS
MONET WILSON
Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on August 10,2023

Prepared by: Peterson, Johnson, and Murray, LLC, 200 W. Adams, Suite 2125, Chicago, IL 60606

### CALUMET CITY Cook County, Illinois

#### **RESOLUTION NO.23-38**

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 610 BURNHAM AVENUE

WHEREAS, 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; and

WHEREAS, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

WHEREAS, the Cook County Land Bank Authority has acquired 610 Burnham Avenue (PIN 30-07-423-033-0000) in Calumet City ("Subject Property"); and

WHEREAS, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for sixty-seven thousand dollars (\$67,000) the terms of said offer are attached herein as Exhibit A ("Terms Sheet"); and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to approve the term sheet and purchase 610 Burnham Avenue.

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

**SECTION ONE:** The City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

**SECTION TWO:** The Mayor and City Council hereby approve and accept the Terms Sheet attached herein as Exhibit A. The Mayor or his designee are hereby authorized to facilitate payment and execute any documents, necessary to carry out the terms of Exhibit A and complete the purchase of said Subject Property for sixty-seven thousand dollars (\$67,000), subject to review and revision by the City Attorney.

**SECTION THREE:** If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

<u>SECTION FOUR</u>: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.

**SECTION SIX:** This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this  $\underline{10^{th}}$  day of August, 2023, pursuant to a roll call as follows:

Yes	No	Absent	Present
X			
X			
		X	
		X	
X			<del></del>
X			
X			
	X X X	X X X	X

**APPROVED** by the Mayor on August <u>10</u>, 2023.

Thaddeus Jones
MAYOR

ATTEST:

Dr. Nyota T. Figgs, CITY CLERK

Regular City Council Mtg.

August 10, 2023

Res.#23-38

#### **EXHIBIT A (TERM SHEET)**

FILE NUMBI	ER:	

### Cook County Land Bank Authority ("CCLBA") Term Sheet

1.	Property:	Address: 610 Burnham Avenue. Calumet	City.	ΙL	6046	09
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PIN (S): 30-07-423-033-0000

2. Purchaser: Name: City of Calumet City

Address: 204 Pulaski Road, Calumet City, IL 60409

Phone: 708-891-8139

Email: vwilliams do alumque, ogg

3. Purchaser's Attorney: Name:

Address: Phone: Email:

4. Purchase Price: \$ 67.000

5. Proposed Municipal Use for Property: Economic Development

6. <u>Financing:</u> The Purchaser (check one) (\_\_\_) will or (\_X\_) will not obtain financing to purchase the Property. Lender: NA

CCLBA will have the right to terminate this transaction upon any material change in how the purchase of the Property is being financed. Any such change will be permitted only with CCLBA's express authorization.

- Property Sold As-Is: Each Property sold by CCLBA is sold on an "as is" basis with no express or implied warranties as to condition.
- 8. Contract of Purchase and Sale: Upon the execution and delivery of this Term Sheet by both Seller and Purchaser (collectively, "Parties"), Seller will have its attorneys prepare, and send to Purchaser, a Purchase Agreement. Such Purchase Agreement shall be consistent with these terms and shall include other material terms and conditions of the sale yet to be agreed to by the Parties, including, without limitation, representations and warranties mutually acceptable to the Parties. The Purchaser shall have seven (7) business days from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller's attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within seven (7) business days, the terms set forth in this Terms Sheet and the Purchase Agreement shall expire.
- 9. Contingent on Acquisition: CCLBA (check one) (X) has (\_) has not, acquired the Property

If CCLBA has not yet acquired the Property, CCLBA's obligation to close on the Property is contingent upon CCLBA's acquisition of the Property prior to \_\_\_\_ NA\_\_\_\_\_\_\_\_\_("Acquisition Deadline"). If, at any time, CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition Deadline, this Term Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

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- 10. <u>Closing Location and Period</u>: The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.
- 11. Transfer Taxes: Prorations and Closing Costs: Purchaser will shall pay the costs of any transfer/inspection fees and taxes due for Seller's acquisition and sale of the Property. Notwithstanding any local custom, Purchaser shall record the deed and pay all associated costs. Seller represents that property taxes have been voided through the year of Seller's acquisition. However, any taxes that have accrued between the year of Seller's acquisition and the Closing will be Purchaser's responsibility to pay. Seller will not provide a tax proration at Closing.
- 12. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:

Keep and maintain the current DAWGS system at the attached rates.	
Discontinue and replace the DAWGS system.	
Not applicable	

13. <u>Termination:</u> Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. If the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Terms Sheet and returning the same to the undersigned.

Cook	County	hee. I	Ronk	Authority	("CCLBA")
CUUK	County	Lunu	Dunk	AULHUIRY	( CCDDA )

Name: Jessica Caffrey Title: Executive Director

Agreed to as of 7-12-23

Application Fee Received: NA

Purchaser:

Name: Thaddeus Jones

Agreed to as of  $\frac{06-0/-202}{2}$ 

## THE CITY OF CALUMET CITY COOK, ILLINOIS

# RESOLUTION NO. 23-39

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 1539 KENILWORTH DRIVE

THADDEUS JONES, Mayor DR. NYOTA T. FIGGS, City Clerk

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
DEANDRE TILLMAN
RAMONDE WILLIAMS
MONET WILSON
Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on August 10, 2023

Prepared by: Peterson, Johnson, and Murray, LLC, 200 W. Adams, Suite 2125, Chicago, IL 60606

### CALUMET CITY Cook County, Illinois

#### **RESOLUTION NO.23-39**

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 1539 KENILWORTH DRIVE

WHEREAS, 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; and

WHEREAS, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

WHEREAS, the Cook County Land Bank Authority has acquired 1539 Kenilworth Drive (PIN 30-20-409-012-0000) in Calumet City ("Subject Property"); and

WHEREAS, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for thirty thousand dollars (\$30,000) the terms of said offer are attached herein as Exhibit A ("Term Sheet"); and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to approve the Term Sheet and purchase 1539 Kenilworth Drive.

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

**SECTION ONE:** The City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

**SECTION TWO:** The Mayor and City Council hereby approve and accept the Term Sheet attached herein as Exhibit A. The Mayor or his designee are hereby authorized to facilitate payment and execute any documents, necessary to carry out the terms of Exhibit A and complete the purchase of said Subject Property for thirty thousand dollars (\$30,000), subject to review and revision by the City Attorney.

**SECTION THREE:** If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

**SECTION FOUR:** Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.

**SECTION SIX:** This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 10th day of August, 2023, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			<del></del>
Navarrete	X			
Patton			X	
Smith			X	
Tillman	X			
Williams	X			
Wilson	X			·
(Mayor Jones)				

**APPROVED** by the Mayor on August <u>10</u>, 2023.

Thaddeus Jones

**MAYOR** 

ATTEST

Dr. Nyota T. Figgs, CITY CLERK

Regular City Council Mtg.

August 10, 2023

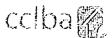
Res.#23-39

#### EXHIBIT A (TERM SHEET)

FILE NUMBER:

1. Property:

### Cook County Land Bank Authority ("CCLBA") Term Sheet



		PIN (S): 30-20-409-012-0000				
2.	Purchaser:	Name: City of Calumet City Address: 204 Pulaski Road, Calumet City, IL 60409 Phone: 708-891-8139 Email: <a href="mailto:ywilliams@calumetcity.org">ywilliams@calumetcity.org</a>				
3.	Purchaser's Attorney:	Name: Address: Phone: Email:				
4.	Purchase Price: \$30,000					
5.	Proposed Municipal Use	for Property: Economic Development				
6.	Financing: The Purchase Property. Lender: NA	r (check one) () will or (_X_) will not obtain financing to purchase the				
	CCLBA will have the right Property is being financed.	to terminate this transaction upon any material change in how the purchase of the Any such change will be permitted only with CCLBA's express authorization.				
7.	Property Sold As-Is: Each warranties as to condition.	Property sold by CCLBA is sold on an "as is" basis with no express or implied				
8.	Contract of Purchase and Sale: Upon the execution and delivery of this Terms Sheet by both Seller at Purchaser (collectively, "Parties"), Seller will have its attorneys prepare, and send to Purchaser, a Purcha Agreement, Such Purchase Agreement shall be consistent with these terms and shall include other material.					

Address: 1539 Kenilworth Drive, Calumet City, IL 60409

9. Contingent on Acquisition: CCLBA (check one) (X) has. () has not, acquired the Property.

If CCLBA has not yet acquired the Property, CCLBA's obligation to close on the Property is contingent upon CCLBA's acquisition of the Property prior to \_\_\_\_\_ NA\_\_\_\_\_\_\_\_\_\_("Acquisition Deadline"). If, at any time, CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition Deadline, this Term Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

terms and conditions of the sale yet to be agreed to by the Parties, including, without limitation, representations and warranties mutually acceptable to the Parties. The Purchaser shall have seven (7) business days from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller's attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within seven (7) business days, the terms set forth in this Term Sheet and the

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Purchase Agreement shall expire.

- 10. Closing Location and Period: The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.
- 11. Transfer Taxes; Prorations and Closing Costs: Purchaser will shall pay the costs of any transfer/inspection fees and taxes due for Seller's acquisition and sale of the Property. Notwithstanding any local custom, Purchaser shall record the deed and pay all associated costs. Seller represents that property taxes have been voided through the year of Seller's acquisition. However, any taxes that have accrued between the year of Seller's acquisition and the Closing will be Purchaser's responsibility to pay. Seller will not provide a tax proration at Closing.
- 12. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:

Keep and maintain the current DAWGS system at the attached rates.
Discontinue and replace the DAWGS system.
Not applicable

13. <u>Termination</u>: Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. If the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Terms Sheet and returning the same to the undersigned.

Cook	County	hee. I	Ronk	Authority		'CCLBA")	
COOK	CWINITY	Lanu	Dank	AUGUOTICY	•	CCLDA	1

Name: Jessica Caffrey
Title: Executive Director

Application Fee Received: NA

Purchase

X By: Stilling To

Title: MAYUR CACUMET CITY

Agreed to as of 06-01-202-

# THE CITY OF CALUMET CITY COOK, ILLINOIS

# RESOLUTION NO. 23-40

## A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 1273 RIVER DRIVE

THADDEUS JONES, Mayor DR. NYOTA T. FIGGS, City Clerk

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
DEANDRE TILLMAN
RAMONDE WILLIAMS
MONET WILSON
Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on August 10,2023

Prepared by: Peterson, Johnson, and Murray, LLC, 200 W. Adams, Suite 2125, Chicago, IL 60606

## CALUMET CITY Cook County, Illinois

#### RESOLUTION NO.<u>23-40</u>

### A RESOLUTION APPROVING THE TERM SHEET AND AUTHORIZING THE PURCHASE OF 1273 RIVER DRIVE

WHEREAS, 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; and

WHEREAS, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

WHEREAS, there the Cook County Land Bank Authority has acquired 1273 River Drive (PIN 30-19-100-059-0000) in Calumet City ("Subject Property"); and

WHEREAS, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for seven thousand five hundred dollars (\$7,500); the terms of said offer are attached herein as Exhibit A ("Term Sheet"); and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to purchase 1273 River Drive.

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

**SECTION ONE:** The City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

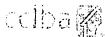
**SECTION TWO:** The Mayor and City Council hereby approve and accept the Term Sheet attached herein as Exhibit A. The Mayor or his designee are hereby authorized to facilitate payment and execute any documents, necessary to carry out the terms of Exhibit A and complete the purchase of said Subject Property for seven thousand five hundred dollars (\$7,500), subject to review and revision by the City Attorney.

**SECTION THREE:** If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

### EXHIBIT A (TERM SHEET)

1.

### Cook County Land Bank Authority ("CCLBA") Term Sheet



		 H
Property:	Address: 1273 River Drive, Calumet City, IL 60409	

2. Purchaser: Name: City of Calumet City

Address: 204 Pulaski Road, Calumet City, IL 60409

Phone: 708-891-8139

Email: wwilliams@calumetcity.org

PIN (S): 30-19-100-059-0000

3. Purchaser's Attorney: Name:
Address:

Phone: Email:

4. Purchase Price: \$ 7.500

5. <u>Proposed Municipal Use for Property</u>: Economic Development

 Financing: The Purchaser (check one) (\_\_\_) will or (\_X\_) will not obtain financing to purchase the Property. Lender: NA

CCLBA will have the right to terminate this transaction upon any material change in how the purchase of the Property is being financed. Any such change will be permitted only with CCLBA's express authorization.

- 7. Property Sold As-Is: Each Property sold by CCLBA is sold on an "as is" basis with no express or implied warranties as to condition.
- 8. Contract of Purchase and Sale: Upon the execution and delivery of this Terms Sheet by both Seller and Purchaser (collectively, "Parties"). Seller will have its attorneys prepare, and send to Purchaser, a Purchase Agreement. Such Purchase Agreement shall be consistent with these terms and shall include other material terms and conditions of the sale yet to be agreed to by the Parties, including, without limitation, representations and warranties mutually acceptable to the Parties. The Purchaser shall have seven (7) business days from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller's attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within seven (7) business days, the terms set forth in this Term Sheet and the Purchase Agreement shall expire.
- 9. Contingent on Acquisition: CCLBA (check one) (X) has, (\_) has not, acquired the Property

If CCLBA has not yet acquired the Property, CCLBA's obligation to close on the Property is contingent upon CCLBA's acquisition of the Property prior to \_\_\_\_\_\_NA\_\_\_\_\_\_\_("Acquisition Deadline"). If, at any time, CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition Deadline, this Term Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

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- 10. Closing Location and Period: The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.
- 11. Transfer Taxes: Prorations and Closing Costs: Purchaser will shall pay the costs of any transfer/inspection fees and taxes due for Seller's acquisition and sale of the Property. Notwithstanding any local custom, Purchaser shall record the deed and pay all associated costs. Seller represents that property taxes have been voided through the year of Seller's acquisition. However, any taxes that have accrued between the year of Seller's acquisition and the Closing will be Purchaser's responsibility to pay. Seller will not provide a tax proration at Closing.
- 12. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:

Keep and maintain the current DAWGS system at the attached rate	es.
Discontinue and replace the DAWGS system.	
X_Not applicable	

13. <u>Termination:</u> Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. If the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Terms Sheet and returning the same to the undersigned.

Cook County Land Bank Authority ("CCLBA")

Name: Jessica Caffrey Title: Executive Director

Agreed to as of <u>7-12-23</u>

Application Fee Received: NA

Purchaser:

Name: Thaddeus Jones

Title: Mayor Column + C

Agreed to as of 06-01-2023

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**SECTION FOUR:** Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.

**SECTION SIX:** This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 10th day of August, 2023, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			
Navarrete	X			
Patton			X	
Smith		<u></u>	X	
Tillman	X			
Williams	X			····
Wilson	X	**************************************		
(Mayor Jones)		·		

APPROVED by the Mayor on August 10, 2023.

Thaddeus Jones MAYOR

ATTEST:

Dr. Nyota T. Figgs, CITY CLERK

Regular City Council Mtg.

August 10, 2023

Res.#23-40

#3: Payment to Traffic Safety Store

Approve costs payable to Traffic Safety Store for invoice INV907428, in the amount of \$9,518.52. Please direct the City Treasurer to remit payment from account 01041-53305.

#4: Payment to Calumet City Plumbing

Approve cost payable to Calumet City Plumbing for invoice 58813, in the amount of \$9,961.72. Please direct City Treasurer to remit payment from account 03036-52349.

#5: Payment to Millennium Recycling

Approve costs payable to Millennium Recycling for invoice 0000048311, in the amount of \$11,844.58. Please direct the City Treasurer to remit payment from account 01041-52341.

#6: Payment to Millennium Recycling

Approve costs payable to Millennium Recycling for invoice 0000048248, in the amount of \$9,335.84 Please direct the City Treasurer to remit payment from account 01041-52341.

**#7: Payment to Currie Motors Frankfort** 

Approve costs payable to Currie Motors Frankfort (H14891), Inc., in the amount of \$69,010.26 Please direct the city treasurer to remit payment from account 01099-52738. This amount is through Source Well and the city will be funding it through the Cares Act Funding.

#8: Payment to Currie Motors Frankfort

Approve costs payable to Currie Motors Frankfort (H14783), Inc., in the amount of \$71,840.26 Please direct the city treasurer to remit payment from account 01099-52738. This amount is through Source Well and the city will be funding it through the Cares Act Funding.

#9: Payment to Currie Motors Frankfort

Approve costs payable to Currie Motors Frankfort (H14992), Inc., in the amount of \$71,664.26. Please direct the city treasurer to remit payment from account 01099-52738. This amount is through Source Well and the city will be funding it through the Cares Act Funding.

#10: Payment to Peterson, Johnson & Murray

Approve payment to Peterson, Johnson & Murray for the invoices below and authorize Treasurer Tarka to remit payment in the total amount of \$21,471.87 and charge account #01025-52200. Invoice #139935 - \$882.00 Invoice #139936 - \$7,464.87 Invoice #139937 - \$84.00 Invoice #139938 - \$1,449.00 Invoice #139939 - \$966.00 Invoice #139940 - \$483.00 Invoice #139941 - \$147.00 Invoice #139942 - \$8,442.00 Invoice #139943 - \$861.00 Invoice #139944 - \$693.00

#11: Payment to United States Treasury

Authorize the City Treasurer to complete IRS Form 720 and issue payment to United States Treasury for \$3,114.00 for the 2022 PCORI fee. The expense will be posted to general ledger account 01099-51130.

#12: Payment to Marcus Giglio

Approve buyback for Marcus Giglio due to their resignation from the Calumet City Police Department; authorize the city Treasurer to remit payment in the amount listed in communication and charge the appropriate accounts.

#### #13: Payment to Vector Solutions

Approve payment to Vector Solutions, (inv #INV72531) for the fire department training management system annual fee, in the amount of \$7,361.54 and direct City Treasurer Tarka to remit payment from account #06607-52483.

#### #14: Payment to Track n' Trap

Approve payment to Track 'n Trap for invoice #1626; authorize Treasurer Tarka to remit payment in the amount of \$6,000.00 and charge account #01060-52487.

### #15: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-076), in the amount of \$5,483.60. Please direct City Treasurer to remit payment from account 01099-52642.

### #16: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-072), in the amount of \$5,483.60. Please direct City Treasurer to remit payment from account 01099-52642.

#### #17: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-077), in the amount of \$6,743.40. Please direct City Treasurer to remit payment from account 01099-52642.

### #18: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-079), in the amount of \$6,986.60. Please direct City Treasurer to remit payment from account 01099-52642.

### #19-: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-078), in the amount of \$5,483.60. Please direct City Treasurer to remit payment from account 01099-52642.

### #20: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-080), in the amount of \$5,483.60. Please direct City Treasurer to remit payment from account 01099-52642.

## #21: Payment to Schmidy's Machinery Company

Approve costs payable to Schmidy's Machinery Company (INV 016762), in the amount of \$160,000.00. Please direct the city treasurer to remit payment from account 01099- 52738. This amount is through the Cares Act Funding. Funding will not go through Source Well.

#### #22: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-069), in the amount of \$6,381.00. Please direct city treasurer to remit payment from account 01099-52642.

### #23: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-071), in the amount of \$6,381.00. Please direct city treasurer to remit payment from account 01099-52642.

### #24: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-081), in the amount of \$7,015.80. Please direct city treasurer to remit payment from account 01099-52642.

### #25: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-073), in the amount of \$6,381.00. Please direct city treasurer to remit payment from account 01099-52642.

#### #26: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-074), in the amount of \$5,483.60. Please direct city treasurer to remit payment from account 01099-52642.

### #27: Payment to Total Property Management

Approve cost payable to Total Property Management (CC-075), in the amount of \$6,833.80. Please direct city treasurer to remit payment from account 01099-52642.

#### #28: Payment to Currie Motors Frankfort

Approve costs payable to Currie Motors Frankfort, Inc. (R8612), in the amount of \$84,195.26. Please direct the city treasurer to remit payment from account 01099-52738. This amount is through Source Well and the city will be funding it through the Cares Act Funding.

#### #29: Payment to Currie Motors Frankfort

Approve costs payable to Currie Motors Frankfort, Inc. (R8613), in the amount of \$84,195.26 Please direct the city treasurer to remit payment from account 01099-52738. This amount is through Source Well and the city will be funding it through the Cares Act Funding.

#### #30: Payment to Currie Motors Frankfort

Approve costs payable to Currie Motors Frankfort, Inc. (R8614), in the amount of \$84,195.26 Please direct the city treasurer to remit payment from account 01099-52738. This amount is through Source Well and the city will be funding it through the Cares Act Funding. Approve payment to Civic Plus for Full-Service Supplementation Subscription, Municode Full Service Code, Municode Administrative Support Fee in the amount of \$8,552.80. Please direct City Treasurer to remit payment from account #01029-53200.

### #31: Payment to Civic Plus

Approve and authorize the City Treasurer to remit payment to Zoll Medical Corporation in the amount of \$36,206.53. This expenditure should be withdrawn from line item #06617-55100. This is for the purchase of a new cardiac monitor.

#### #33: Payment to Ashlaur Construction

#32: Payment to Zoll Medical Corporation

Approve payment to Ashlaur Construction (Inv# INSPECT C/0 – 001) for Project INSPECTIONAL SERVICES BUILDING, in the amount of \$43,700.00 and direct City Treasurer Tarka to remit payment from account 01099 - 52640.

#### #34: Payment to Ashlaur Construction

Approve payment to Ashlaur Construction (Inv# INSPECT C/0 – 002) for Project INSPECTIONAL SERVICES BUILDING, in the amount of \$43,700.00 and direct City Treasurer Tarka to remit payment from account 01099 - 52640.

#### #35: Payment to Officials/Staff

Authorize elected officials/staff to attend the 109th Annual IML Conference (Sept. 2022); further direct City Treasurer to confirm \$1700 stipend to be paid to each attendee and process checks for each attendee with acknowledgement that participants are to provide

receipts of all related IML conference expenditures post conference to the Treasurer's Office.

#36: Payment to Crowe LLP

Approve the Audit Engagement Letter dated July 31, 2023 prepared by Crowe, LLP, Independent Member of Crowe Global, Oak Brook Terrace, IL 60181, for a one-year contract for the audit of the fiscal year ended April 30, 2023; and authorize the Mayor to sign and execute the Engagement Letter documents presented and authorize the Treasurer to remit payment to Crowe, LLP, for services rendered to be paid from account number 01099-52610.

#37: Payment to YBD Productions

Approve payment to YBD Productions, in the amount of \$800.00 and direct City Treasurer Tarka to remit payment from account 01099-52724.

#38: Payment Pete's Productions

Approve payment to Pete's Produce, in the amount of \$700.00 and direct City Treasurer Tarka to remit payment from account 01099-52724.

#39: Payment to National Business
Furniture

Approve the purchase of office equipment from National Business Furniture; authorize the City Treasurer to remit payment in the amount not to exceed \$10,171.93 and charge account #01068-55100.

#40: Payment to KSM Logistics

Approve KSM Logistics proposal to install an access control system; authorize the City Treasurer to remit payment in the amount of \$39,000.00 and charge account #01028- 55142.

#41: Approve Payroll (\$1,019,393.43)

Approve Payroll (\$1,019,393.43).

#42: Approve Emergency Bill Listing (\$1,212.75)

Approve Emergency Bill Listing (\$1,212.75).

#43: Approve Bill Listing (\$809,724.50)

Approve Bill Listing (\$809,724.50).

Approve Financial Items

Alderman Gardner seconded by Alderman Wilson motioned for the approval of Financial Matters number 1-43; as presented.

**ROLL CALL** 

YEAS: 5 ALDERMEN: Navarrete, Wilson, Tillman, Williams, Gardner

NAYS: 0 ALDERMEN: NONE

ABSENT: 2 ALDERMAN: Patton, Smith

**MOTION CARRIED** 

#### UNFINISHED BUSINESS

Ald. Navarrete invited residents to the Shepards Fest.

Ald. Wilson Wilson would like residents to contact her with any

questions or concerns. Alderwoman Wilson thanked Dr. Fian for

sponsoring and mentoring the 13 year old Chargers.

Ald. Gardner Alderman Gardner wished Alderman Williams a Happy Birthday.

Ald. Williams had no report.

ADJOURNMENT Adjournment was at 6:36 p.m., on a motion by Alderman Gardner

seconded by Alderman Wilson.

**MOTION CARRIED**