

**JOURNAL OF PROCEEDINGS**

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

**JANUARY 28, 2016**

Public Comment

There was no public comment.

**CALL TO ORDER**

Pledge of Allegiance

The City Council of the City of Calumet City met in the City Council Chambers in a regular meeting on Thursday, January 28, 2016 at 7:30 p.m. with Mayor Michelle Markiewicz Qualkinbush, present ad presiding.

ROLL CALL

PRESENT: 5  
ABSENT: 1

ALDERMEN: Wosczynski, Jones, Williams, Munda, Manousopoulos  
ALDERMAN: Schneider

Also present were City Attorney Horvath, City Treasurer Tarka, Finance Director Kasperek, Economic Development Coordinator Swanson and Deputy Clerk Bonato.

There being a quorum present, the meeting was in order.

Approval of minutes

Alderman Wosczynski moved, seconded by Alderman Williams, to approve the minutes of 12/10/15, 12/21/15 & 1/14/16 as presented.

MOTION CARRIED

## REPORTS OF STANDING COMMITTEES

|                               |                                       |
|-------------------------------|---------------------------------------|
| <u>Finance</u>                | Alderman Wosczynski had no report.    |
| <u>Public Safety</u>          | Alderman Manousopoulos had no report. |
| <u>Public Utilities</u>       | Alderman Jones had no report.         |
| <u>H.E.W.</u>                 | Alderman Williams had no report.      |
| <u>Permits &amp; Licenses</u> | Alderman Schneider was absent.        |
| <u>Public Works</u>           | Alderman Munda had no report.         |

## CITY COUNCIL REPORTS

City Treasurer Tarka - report City Treasurer Tarka: "I would like to announce the passing of a former Calumet City employee Michael Kovacs who used to do the camera work for these council broadcasts as well as other events in the city passed away on January 21 at the age of 81.

For those long time council members like Alderman Leni, Alderman Jones, myself and Mayor Michelle you all can recall that Mike had a story every time you saw him.

One thing I wanted to share that I didn't know was that he come to the United States of America in 1957 and was personally excorted by Vice-President Richard Nixon on Air Force 2 and an active commandant in the Hungarian revolution of 1956.

My condolences to Judy his wife and the entire Kovacs family."

Moment of silence There was a moment of silence for the passing of Michael Kovacs.

Mayor Michelle - report Mayor Michelle Markiewicz Qualkinbush: "I would like to thank the residents for their patience in the transition of our garbage vendor.

As everyone may know, the contract with Waste Management had expired and the city published a Request for Proposal and the city published a request for proposal and the city approved a new contract with Republic Services which will include trash pickup and a new recycling program to begin on February 1.

In the transition, Waste Management is picking up the old garbage cans with their final pickup and Republic Services is dropping off a new garbage can with a flyer explaining to the residents the program is also on the website and will be mailed out to the residents.

Mayor - report (cont'd)

I would like to thank the residents for their patience, there is a few hiccups, of course in any transition and if anyone has any problem for our residents you can call City Hall and will address them or public works. Thank you.”

Alderman Jones - report

Alderman Jones: “I would like to say extend my prayers and thoughts to the Kovacs family. Mike Kovac was a colorful camera man.

There was times that we had to direct him to keep the camera on everyone because he was telling stories to the audience.

All the times he came to my office with Pete’s in the later years. He still had his wit about him and still told stories about Calumet City and the war.

He was a great man, to his family my thoughts and prayers.

Ald. Jones - office hours

Alderman Jones thanked the residents for coming into his office for appointments. He advised that office hours are by appointment contact (708) 891-8193.

Email ward office

Alderman Jones encourages residents to send an email to [jonescalumetcity@aol.com](mailto:jonescalumetcity@aol.com) prior to coming into office for the appointment to resolve ward issues.

Meeting River Oaks

Alderman Jones recognized residents from River Oaks Estates. He stated that himself and Frank Zuccarelli this past Monday held a series of meetings.

He thanked the residents for attending the meeting.

Contact police

Alderman Jones encourages residents to contact the police department for any police issues in the ward at (708) 868-2500.

Get Covered Illinois

Alderman Jones advised that January 31, 2016 is the last day to Get Covered Illinois contact 866-311-1119 for health care coverage.

College Illinois

Alderman Jones announced Illinois has great program such as College Illinois. Anyone interested in signing up he will leave brochures in the city clerk’s office.

He have a list of high school students at the next meeting that will be going to college.

Give honor to God

Alderman Williams gave honor to God.

Alderman Williams advised the residents that there is are people soliciting door to door residents requesting work be done in the area. Please contact the police department so they can investigate.

Alderman Munda: “ Thank you Mayor. I have something I need to discuss amongst the council members, which I am very concerned about in regards to our current contract with the garbage removal.

In the contract is the amount of money and the specifications of the recycling. We made a motion at a previous meeting to discuss the specifications of that part of the contractual agreement.

We passed a motion to send it to the attorneys. But at the end of that meeting was discussion to have those numbers and the amounts of money that it would cost to recycle over the 5 year period to be reported back to the council and possibly taken to committee for discussion before we enter into contractual agreement.

It is my understanding that there are in the minutes. But upon review of the agenda, I do not see them. So this evening before we approve the minutes.”

Mayor Michelle Markiewicz Qualkinbush: “The minutes have been approved alderman.

Alderman Munda: “You already approved the minutes.”

Mayor Michelle Markiewicz Qualkinbush: “Were you here. There was a motion everybody voted yes including yourself.”

Alderman Munda: “Last meeting or this meeting.”

Mayor Michelle Markiewicz Qualkinbush: “The minutes on the agenda. Are they are the agenda, the ones you are referring to Alderman?”

Alderman Munda: “I don’t see them in the back. The content in which we discussed.”

Mayor Michelle Markiewicz Qualkinbush: “The matter you are discussing is it one of the three minutes that you approved this evening?”

Alderman Manousopoulos: “I think it is a special meeting.”

Mayor Michelle Markiewicz Qualkinbush: “So those minutes are not approved tonight.”

Alderman Munda: “This was a special meeting and they are not in there.”

Mayor Markiewicz Qualkinbush: “You voted on them tonight, was that special meeting listed on the agenda.”

Alderman Munda: “I don’t believe it was.”

Mayor Michelle Markiewicz Qualkinbush: "So do you wish to call a committee meeting to discuss this alderman?"

Alderman Munda: "Well I am concerned how much Mayor, about how much it is going to cost to recycling over a 5 year period after year 1.

I just thought we should discuss."

Mayor Michelle Markiewicz Qualkinbush: "That is a wonderful thing to discuss in committee.

Just for the record, my recollection is that the council approved the contract with this vendor, with option 2 which was the recycling portion.

I would suggest that you have a committee meeting to discuss this, is where this should be discussed.

I realize you voted no against that contract. But I think the whole council, everyone else voted yes."

Alderman Jones: "Mayor, if I may. The motion that we made because the motion was made at the special meeting to approve the contract with the possibility of Option 1, but it will come back before the city council.

It did not authorize you or the City Clerk."

Mayor Michelle Markiewicz Qualkinbush: "I beg to defer with you. The motion was to approve the contract and have the attorney draw the contract utilizing Option 2 which was recycling.

Again, we can debate this, but certainly we can have the minutes and the tape available and I suggest you hold a committee meeting to discuss it."

Alderman Jones: "Why aren't the minutes available tonight, if we have the minutes of January 14 not January 8."

Mayor Michelle Markiewicz Qualkinbush: "I can't answer that question alderman."

Alderman Jones: "So the motion would be contained in that."

Mayor Michelle Markiewicz Qualkinbush: "Again, we will make sure we have that stuff available. My suggestion is that you have a committee meeting so you all can hear it."

Alderman Munda: "Just for clarification, even though I voted no against the contract, the basis for my vote as we all know the amount of money that Republic was offering was considerably lower than the Waste Management bid, which also included recycling.

My problem with the contract was not the amount of money in saving the taxpayers money on the removal of waste, but as to the specifications of how we were going to recycle, the terms of the recycling program, the days that it would be on and more importantly the amount of money that we would have to come up with to cover recycling over a 5 year period, which I don't believe we have come up with yet."

Mayor Michelle Markiewicz Qualkinbush: "I appreciate your concern, and I think you have a valid concern, and I think you should hold a committee meeting to discuss this.

So you have before you the minutes and the tape, if you need to hear it. I know specifically that Schneider made the motion and I think Jones seconded, or visa versa."

Alderman Jones. "No."

Mayor Michelle Markiewicz Qualkinbush: "Again, that the contract be approved but utilizing Option 2. Again, we can debate this tonight but without the matter before us, it is frutal.

Let's just the information, hold a meeting and discuss it."

Alderman Jones: "Seeing that the contract was signed, what can we, we didn't authorize you to sign the contract. So seeing it was signed, if we have a meeting it is not going to produce anything expect we might have a motion to rescind the contract which was already signed."

Mayor Michelle Markiewicz Qualkinbush: "Alderman, in my recollection is and I looked at it, and I didn't know you were going to discuss this tonight or I would have brought the documentation because I get the motions from the clerk's office was to approve the contract.

You guys approved a contract utilizing Option 2."

Alderman Jones: "No."

Mayor Michelle Markiewicz Qualkinbush: "So again, guys we can debate this."

Alderman Manousopoulos: "I think I made the motion that night Mayor. My direction was to refer this to City Attorney to prepare the ordinance and report back with Option 2 if we chose to."

Mayor Michelle Markiewicz Qualkinbush: "Ok, that is your recollection. Alderman Munda has a recollection, Alderman Jones has a recollection.

Let's get the tape, let's get the minutes and have a meeting and discuss it. Fair enough. I don't know, I will have to look up what meeting that is.

But we will do that. Had someone told me tonight, I would have brought the information and the tape and discuss tonight.

Alderman, I suggest we have a committee meeting and discuss it. I will check the availability of the other alderman and the mayor as well and schedule a meeting."

Mayor Michelle Markiewicz Qualkinbush: "Ok, thank you."

Alderman Munda: "I have taken a lot of phone calls from residents with the switch out of the Waste Management to Republic and switching of the toters.

I know my block, in particular, Waste Management made their last pickup and removed the toters for Waste Management, but Republic did not return with theirs.

My neighborhood, in particular, I know, my block, the next block, Wentworth, Michigan City. We went without toters for two days.

I received a lot of phone calls from residents what to do with their garbage and I just want to say to the residents to just be patient. Republic is replacing the toters citywide, which is not an easy task.

You will just have to be patient. They will eventually show up."

Mayor Michelle Markiewicz Qualkinbush: "I believe they are just all about out. I know in your they are, because I received the same phone calls Alderman."

Alderman Munda: "I think the Manager from Republic was in contact with public works and they gave an estimation that tomorrow afternoon, late afternoon, they should be on target to finish.

But I just wanted to acknowledge the residents that have been calling me. If you had not received your toter yet, I know it has been a couple days and you probably had to throw your bags on the bag porch or whatever you did with them.

Just be patient, they are coming and Republic is going to take care of it."

Mayor Michelle Markiewicz Qualkinbush: "It is not Republic really problem. Waste Management was supposed to pick up their toter on the last day they pick up garbage and my understanding is this is Waste Management's last week.

So they should have been picking up toters this week, which meant Republic would drop off all their toters by February 1, when they were going to pick up garbage and everything would have gone smooth.

Apparently Waste Management picked them up early, is my understanding and created this problem. So it wasn't Republic that created the problem, it was Waste Management.

However, we are addressing them and we are taking care of them. Again, there are some bumps in the road, but it is being addressed. Thank you."

Alderman Munda: "That is all that I wanted be stated for the public because I have been receiving a lot of phone calls in regards to recycling and the waste toter.

Some people had their toters in their yards and they weren't grabbed because some people take them to their garage.

There is definitely some things that need to be ironed out, but Republic is working to accommodate and get it done. Once we get all the toters, I am sure it will go smooth."

Mayor Michelle Markiewicz Qualkinbush: "All the toters are here, they are out everyday delivering them. Thanks to Waste Management for putting the hiccup in. Alderman is there anything else you would like to report tonight."

#### Report crime to police

Alderman Munda stated that there has been some crime issues in the 5<sup>th</sup> Ward and he has met with Assistant Chief DiFiori and some issues have been resolved. Residents should contact the police department immediately to report crime in area.

Alderman Munda reported an incident regarding a pitbull in the neighborhood. Animal Control was contacted and they responded.

Alderman Munda stated any incidents involving animals should be reported to the police department to get animal control involved.

Alderman Munda urges residents to contact police department to report suspicious activity in the ward so departments get involved and describe in detail the incident.



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

City Clerk Figgs/submitting Monthly Report Submitting Monthly Report for December, 2015.

City Treasurer Tarka/investment Report ended 12/31/15 Investment Report for the Quarter Ended December 31, 2015.

Waste Management/thanking Calumet City Thanking the city for the opportunity to service residents of Calumet City and wish them best in future endeavors with new recycling program.

Accept & place on file Alderman Jones moved, seconded by Alderman Manousopoulos, to accept the communications and place on file.

MOTION CARRIED

**RESOLUTIONS AND ORDINANCES**

Res. #2: Sale of 816 Burnham Resolution authorizing the sale of property commonly known as 816 Burnham in the City of Calumet City, Cook County, Illinois. (see attached page 9A)

Pass Resolution (Res. #16-1) Alderman Wosczyński moved, seconded by Alderman Jones, to pass Resolution #2 as presented.

Alderman Jones: "We received an email tonight about 816 Burnham. There were changes made, what were the changes that were made?"

Mayor Michelle Markiewicz Qualkinbush: "It is on your desk Alderman."

Alderman Jones: "Could the City Attorney explain what those changes are?"

City Attorney Horvath: "The only change was on page 2, first whereas, to sell the real property."

Alderman Jones: "This was the property that we discussed at a previous meeting, correct."

Mayor Michelle Markiewicz Qualkinbush: "Correct."

**ROLL CALL**

|         |   |           |                                    |
|---------|---|-----------|------------------------------------|
| YEAS:   | 4 | ALDERMEN: | Wosczyński, Jones, Williams, Munda |
| NAYS:   | 0 | ALDERMEN: | None                               |
| ABSENT: | 1 | ALDERMAN: | Schneider                          |
| RECUSE  | 1 | ALDERMAN: | Manousopoulos                      |

MOTION CARRIED

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

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**RESOLUTION  
NUMBER**

16-2

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**A RESOLUTION AUTHORIZING THE SALE  
OF PROPERTY COMMONLY KNOWN AS  
816 BURNHAM AVENUE IN THE CITY OF CALUMET CITY,  
COOK COUNTY, ILLINOIS**

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

**THADDEUS JONES  
NICK MANOUSOPOULOS  
ROGER MUNDA  
ERIC W. SCHNEIDER  
RAMONDE D. WILLIAMS  
MAGDALENA J. WOSZYNSKI**

**Aldermen**

**RESOLUTION NO. R- 16-2**

**A RESOLUTION AUTHORIZING THE SALE  
OF PROPERTY COMMONLY KNOWN AS 816 BURNHAM AVENUE  
IN THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS**

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**WHEREAS**, the Mayor and City Council of the City of Calumet City ("Calumet City") have determined that it is necessary and desirable to sell the real property ("Subject Property") located within Calumet City which is commonly known as 816 Burnham Avenue; and

**WHEREAS**, the Subject Property is being sold by Calumet City in order to promote economic development and the public health, safety and welfare.

**NOW, THEREFORE**, be it resolved by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, in the exercise of Calumet City's home rule powers as follows:

**SECTION 1:** The recitals set forth above are incorporated herein by reference and made a part hereof.

**SECTION 2:** The Mayor and City Council hereby authorize the sale of the Subject Property for a purchase price of Thirty Thousand Dollars (\$30,000.00) substantially in accordance with the terms and conditions of a Real Estate Contract between Calumet City and Jose L. Rojas attached hereto as Exhibit "A" as determined by the Mayor.

**SECTION 3:** The Mayor, City Clerk and City Attorney are authorized to execute any documents necessary to complete the sale of the Subject Property.

**SECTION 4:** If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this resolution.

**SECTION 5:** All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6:** This resolution shall be in full force and effect from and after its passage,

approval and publication as provided by law.

ADOPTED this 28th day of January, 2016, pursuant to a roll call as follows:

|                     | YES      | NO | ABSENT   | PRESENT |
|---------------------|----------|----|----------|---------|
| Jones               | X        |    |          |         |
| Manousopoulos       | X        |    |          |         |
| Munda               | X        |    |          |         |
| Schneider           |          |    | X        |         |
| Williams            | X        |    |          |         |
| Woczynski           | X        |    |          |         |
| (Mayor Qualkinbush) |          |    |          |         |
| <b>TOTAL</b>        | <b>5</b> |    | <b>1</b> |         |

APPROVED by the Mayor on January 28 2016.

ATTEST:

  
Nyota T. Figgs  
CITY CLERK

  
Michelle Markiewicz Qualkinbush  
MAYOR

## EXHIBIT "A"

### REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into as of the 28th day of January, 2016, by and between the City of Calumet City, an Illinois home rule municipality ("Seller") and Jose L. Rojas ("Buyer").

#### RECITALS

A. Seller currently holds title to a certain parcel of real estate which is commonly known as 816 Burnham Avenue, Calumet City, Illinois (the "Property") which is legally described on Exhibit "A" attached hereto and incorporated herein.

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

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

1. **Agreement to Purchase.** Seller agrees to sell, convey and assign or cause to be sold, conveyed and assigned to Buyer and Buyer agrees to purchase the Property and all rights, privileges, tenements, hereditaments, easements and appurtenances to the Property which is improved with a one-story commercial building together with the personal property identified on Exhibit "B" attached hereto and incorporated herein and for which Seller shall deliver a Bill of Sale to Buyer at the Closing.

2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) plus or minus prorations, as provided herein.

3. **Conveyance and Possession.** Seller shall convey or cause to be conveyed to Buyer by a recordable special warranty deed with release of homestead rights, or trustee's deed, if applicable, good title in fee simple to the Property, subject only to: (a) general real estate taxes not due and payable as of the date of the Closing; (b) such easements, covenants, conditions and restrictions recorded against the Property which are approved by Buyer (collectively referred to as "Permitted Exceptions"). Except as otherwise provided in the Agreement, Seller shall deliver possession of the Property to Buyer as the Closing.

4. **Time of Closing.** Subject to the conditions precedent contained in this Agreement, the consummation of the transaction (the "Closing") shall take place through an escrow arrangement with Fidelity National Title Company (the "Title Company") on or before February 29, 2016 at the Title Company's office located in Oak Lawn, Illinois.

5. **Closing Escrow.** The transaction contemplated by this Agreement shall be closed through an escrow arrangement (the "Escrow") with the Title Company, in accordance with the provisions of the deed and money escrow then in use by the Title Company (the "Escrow Agreement"), with such special provisions inserted in the Escrow Agreement as may be required to conform with the terms of this Agreement. The cost of the Escrow and the cost of the so-called "New York Style" closing, if any, shall be divided equally between Seller and

Buyer. Buyer and Seller shall make all deposits into the Escrow at the Closing.

**6. Documents to be Delivered.**

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

**7. Title and Survey.**

- A. Following the execution of this Agreement, Seller shall order a title commitment (the "Title Commitment") to issue an Owner's Title Insurance Policy issued by the Title Company in the amount of the Purchase Price bearing an effective date on or subsequent to the date of this Agreement, showing title to the Property in the name of Seller and, naming Buyer as the proposed insured, together with copies of all covenants, conditions,

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

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

8. **AS IS Condition.** This Agreement is for the sale and purchase of the Property in its "As Is" condition. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Property have been made by Seller or Seller's officers, agents or employees. Buyer acknowledges that Buyer is the current tenant of the Property that buyer is familiar with the condition of the Property and that neither Seller nor Seller's officers, agents or employees have made any representation concerning the condition of the Property. Buyer agrees on Buyer's behalf and on behalf of Buyer's successors and assigns to bring no legal proceeding of any kind whatsoever against Seller, or Seller's officers, agents or employees in connection with the condition of the Property.

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

- A. Seller covenants, warrants and represents, as the case may be, to Buyer as follows:
- (1) Between the date of the execution of this Agreement and the Closing, Seller shall not, without first obtaining the written consent of Buyer, enter into any contracts or agreements or leases pertaining to the Property which would survive the date of Closing and be binding upon Buyer or the Property.
  - (2) At the time of Closing, Seller will own the Property free and clear of all liens, claims, encumbrances, and rights of others except for the Permitted Exceptions. Seller is not a party to any contract, lease, agreement or commitment to sell, convey, lease, assign, transfer or otherwise dispose of any portion or portions of the Property. Neither Seller nor any person or entity claiming by, through or under Seller has or will have, at any time or times prior to the Closing, done or suffered anything whereby any lien,

encumbrance, claim or right of others has been or will be created on or against the Property or any part thereof or interest therein.

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

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

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

11. **Closing Costs.** Seller shall pay all title charges and expenses of or relating to the Title Commitment, the Title Policy (including, without limitation, the title endorsements), State of Illinois and Cook County documentary, stamp or real estate transfer and conveyance taxes, and one-half (½) of any escrow charges imposed by the Title Company necessary to effectuate the sale contemplated by this Agreement. Buyer shall pay one-half (½) of any escrow charges imposed by the Title Company.

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



compensation for bringing about the transactions contemplated hereby where such claim is based on the purported employment or authorization of such other broker or other person by Buyer.

13. **Remedies.**

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

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

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

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

17. **Notices.** Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (i) facsimile

transmission, (ii) email, (iii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iv) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

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

To Sellers' Attorney: Mark H. Sterk  
Odelson & Sterk, Ltd.  
3318 West 95<sup>th</sup> Street  
Evergreen Park, IL 60805  
Fax: (708) 424-5829  
Email: [msterk@odelsonsterk.com](mailto:msterk@odelsonsterk.com)

To Buyer: Jose L. Rojas  
Jose L. Rojas  
Fax: 708-862-5760  
Email: JOSECAKES2@gmail.com

To Buyer's Attorney: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

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

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

any of the provisions hereof.

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

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

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

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

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


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

Seller:

Buyer:

City of Calumet City

By   
Mayor Michelle Qualkinbush

  
Jose L. Rojas

EXHIBITS

**Exhibit "A"**

**Legal Description**

**Exhibit "B"**

**Personal Property**

**EXHIBIT "A"**

**Legal Description**

LOT 10 IN BLOCK 1 IN HOME GARDENS ACRES SUBDIVISION, BEING A SUBDIVISION INTO LOTS, BLOCKS AND STREETS OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE RAILROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 816 Burnham Avenue, Calumet City, Illinois

PIN: 30-18-228-018-0000

## **EXHIBIT "B"**

All appurtenances attached to the Property, for which Seller shall deliver a Bill of Sale at time of delivery of the Deed; existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any.


STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

**CERTIFICATION**

I, Nyota Figgs, do hereby certify that I am the duly qualified and elected Clerk of the City of Calumet City, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the city of Calumet City, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Resolution No. R-167, "A RESOLUTION AUTHORIZING THE SALE OF PROPERTY COMMONLY KNOWN AS 816 BURNHAM AVENUE IN THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS," adopted and approved by the Mayor and City Council of the City of Calumet City, Illinois on January 28 2016.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the City of Calumet City, Cook County, Illinois this 24th day of January, 2016.

  
 \_\_\_\_\_  
 NYOTA FIGGS  
 City Clerk  
 City of Calumet City  
 Cook County, Illinois

\_\_\_\_\_

Res. #2: Supporting Class 8  
Real Estate Tax - 816  
Burnham

Resolution of the City of Calumet City, Cook County, Illinois, supporting the Class 8 Real Estate Tax Assessment Classification for 816 Burnham Avenue. (see attached page 10A)

Pass Resolution  
(Res. #16-1)

Alderman Wosczyński moved, seconded by Alderman Munda, to pass Resolution #1 as presented.

ROLL CALL

YEAS: 4  
NAYS: 0  
ABSENT: 1  
RECUSE: 1

ALDERMEN: Wosczyński, Jones, Williams, Munda  
ALDERMEN: None  
ALDERMAN: Schneider  
ALDERMAN: Manousopoulos

MOTION CARRIED

Ord. #3: Handicap parking  
by adding: 287 Cornell, 319  
Luella, 354 Marquette, 397  
Buffalo & 1350 Greenbay

Ordinance amending Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois, by adding: 287 Cornell Avenue, 319 Luella Avenue, 354 Marquette, 397 Buffalo and 1350 Greenbay Avenue. (see attached page 10B)

Adopt Ordinance  
(Ord #16-1)

Alderman Wosczyński moved, seconded by Alderman Manousopoulos, to adopt the ordinance as presented, without the necessity of prior posting.

ROLL CALL

YEAS: 5  
NAYS: 0  
ABSENT: 1

ALDERMEN: Jones, Williams, Munda, Manousopoulos, Wosczyński  
ALDERMEN: None  
ALDERMAN: Schneider

MOTION CARRIED

Ord. #4: Handicap parking  
by deleting: 782 Buffalo

Ordinance amending Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois, by deleting: 782 Buffalo Avenue. (see attached page 10C)

Adopt Ordinance  
(Ord. #16-2)

Alderman Manousopoulos moved, seconded by Alderman Wosczyński, to adopt ordinance #4 as presented, without the necessity of prior posting.

ROLL CALL

YEAS: 5  
NAYS: 0  
ABSENT: 1

ALDERMEN: Williams, Munda, Manousopoulos, Wosczyński, Jones  
ALDERMEN: None  
ALDERMAN: Schneider

MOTION CARRIED



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

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**RESOLUTION**  
**NUMBER 16-1**

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**A RESOLUTION OF THE CITY OF CALUMET CITY, COOK  
COUNTY ILLINOIS SUPPORTING THE CLASS 8 REAL ESTATE  
TAX ASSESSMENT CLASSIFICATION FOR 816 BURNHAM**

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

**THADDEUS JONES**  
**NICK MANOUSOPOULOS**  
**ROGER MUNDA**  
**ERIC W. SCHNEIDER**  
**RAMONDE WILLIAMS**  
**MAGDALENA J. "LENI" WOSZYNSKI**  
**Aldermen**

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Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 01/28/16  
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

RESOLUTION NUMBER 16-1

**A RESOLUTION OF THE CITY OF CALUMET CITY, COOK  
COUNTY ILLINOIS SUPPORTING THE CLASS 8 REAL ESTATE TAX  
ASSESSMENT CLASSIFICATION FOR 816 BURNHAM**

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

**WHEREAS**, the President and Board of Commissioners of the County of Cook have enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the “*Classification Ordinance*”), which provides for a tax assessment incentive classification designed to encourage development throughout Cook County by offering a real estate tax incentive for the development of new facilities, the rehabilitation of existing structures and the utilization of abandoned buildings in order to create employment opportunities and expand the tax base; and

**WHEREAS**, Jose Rojas is the contract purchaser of a certain parcel of property within the City commonly known as 816 Burnham, Calumet City, Illinois, identified by a certain permanent index number (PIN) 30-18-228-018-0000 and hereinafter legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the “*Property*”); and

**WHEREAS**, Jose Rojas has requested that the Mayor and City Council of the City of Calumet City (the “*Corporate Authorities*”) support and consent to the Cook County Class 8 Real Estate Tax Assessment Classification for the Property, as said term is defined in the Classification Ordinance (the “*Class 8 Tax Assessment Classification*”); and

**WHEREAS**, the adoption of a resolution by the Corporate Authorities is required and must be filed by Jose Rojas with his application with the County of Cook in order for the Property to receive the Class 8 Tax Assessment Classification; and

**WHEREAS**, Jose Rojas is proposing to move his complete operations from its current location to the Property and to invest further monies to upgrade, repair and retrofit the current building on the Property, all of which is dependent on the approval and grant of the Class 8 Tax Assessment Classification; and

**WHEREAS**, the Corporate Authorities understand that the redevelopment of the Property is occurring within less than the 24-month abandonment period as established in the Classification Ordinance but find that the Class 8 Tax Assessment Classification is essential to the revitalization of the Property due to the existence of special circumstances on the Property, while simultaneously ensuring the continued viability and redevelopment of the City; and

**WHEREAS**, the Corporate Authorities find that the redevelopment contemplated for the Property will serve the residents of the City and surrounding communities that are in need of the use proposed and that without a Class 8 Tax Assessment Classification for the Property it will remain off the tax rolls, vacant, abandoned and exasperate blight in the area surrounding the Property; and

**WHEREAS**, to ensure the viability of the facility, the continuation of numerous employment positions in the City and to safeguard the tax base of the City, the Corporate Authorities have determined that it is necessary and in the best interests of the City to approve the Class 8 Real Estate Tax Assessment Classification for the Property for the redevelopment and revitalization of the Property, pursuant to the Classification Ordinance.

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

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

**Section 2.** The Corporate Authorities find that the proposed redevelopment contemplated herein for the Property is necessary and appropriate and that without a Class 8 Tax Assessment Classification the Property will remain vacant and underutilized and cause the continued exasperation of blighted factors within the area surrounding the Property.

**Section 3.** The Corporate Authorities find that the Class 8 Tax Assessment Classification incentive program established by the County of Cook is necessary for the redevelopment herein contemplated to occur on the Property, which is the subject of this Resolution.

**Section 4.** The Corporate Authorities support and consent to the filing of a Class 8 Tax Incentive Eligibility Application by the Applicant for the Property, which is herein legally described on Exhibit A.

**Section 5.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 6.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 7.** This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

**PASSED** by the Mayor and City Council of the City of Calumet City, Cook County, Illinois  
 this 28<sup>th</sup> day of January 2016, pursuant to a roll call vote, as follows:

|                     | YES | NO | ABSENT | PRESENT |
|---------------------|-----|----|--------|---------|
| Jones               | X   |    |        |         |
| Manousopoulos       | X   |    |        |         |
| Munda               | X   |    |        |         |
| Schneider           |     |    | X      |         |
| Williams            | X   |    |        |         |
| Wosczynski          | X   |    |        |         |
|                     |     |    |        |         |
| (Mayor Qualkinbush) |     |    |        |         |
| <b>TOTAL</b>        | 5   |    | 1      |         |

**APPROVED** by the Mayor of the City of Calumet City, Cook County, Illinois on this 28<sup>th</sup>  
 day of January 2016.

  
 Michelle Markiewicz Qualkinbush  
 Mayor

ATTEST:

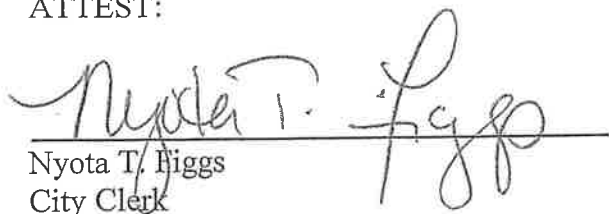
  
 Nyota T. Figg  
 City Clerk

Exhibit A

*Legal Description*

Lot 10 in Block 1 in Home Gardens Acres Subdivision, being a subdivision into Lots, Blocks and Streets of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 18, Township 36 North, Range 15, East of the Third Principal Meridian, (excepting the railroad right of way) in Cook County Illinois.

30-18-228-018-0000

816 Burnham Ave

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

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**ORDINANCE**  
NUMBER **16-1**

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

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

**ERIC SCHNEIDER**  
**MAGDALENA J. "LENI" WOSZYNSKI**  
**THADDEUS JONES**  
**RAMONDE WILLIAMS**  
**ROGER MUNDA**  
**NICK MANOUSOPOULOS**  
**Aldermen**

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

ORDINANCE NO.: 16-1

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

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

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

287 Cornell Avenue

319 Luella Avenue

354 Marquette Avenue

397 Buffalo Avenue

1350 Greenbay Avenue

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

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

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

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



**ADOPTED** by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 28th day of January, 2016 pursuant to a roll call vote, as follows:

|                     | YES | NO | ABSENT | PRESENT |
|---------------------|-----|----|--------|---------|
| Schneider           |     |    | X      |         |
| Wosczynski          | X   |    |        |         |
| Jones               | X   |    |        |         |
| Williams            | X   |    |        |         |
| Munda               | X   |    |        |         |
| Manousopoulos       | X   |    |        |         |
|                     |     |    |        |         |
|                     |     |    |        |         |
| (Mayor Qualkinbush) |     |    |        |         |
| <b>TOTAL</b>        | 5   |    | 1      |         |

**APPROVED** by the Mayor of the City of Calumet City, Cook County, Illinois on this 28th day of January, 2016.

  
 Michelle Markiewicz Qualkinbush  
 MAYOR

ATTEST:  
  
 Nyota T. Figgs  
 CITY CLERK

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

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**ORDINANCE**  
NUMBER 16-2

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

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

**ERIC SCHNEIDER**  
**MAGDALENA J. "LENI" WOSZYNSKI**  
**THADDEUS JONES**  
**RAMONDE WILLIAMS**  
**ROGER MUNDA**  
**NICK MANOUSOPOULOS**  
**Aldermen**

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Office of the City Clerk - 204 Pulaski Road, Calumet City, Illinois 60409

ORDINANCE NO.: 16-2

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

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

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

782 Buffalo Avenue

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

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

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

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

**ADOPTED** by the Mayor and City Council of the City of Calumet City, Cook County, Illinois

this 28th day of January, 2016, pursuant to a roll call vote, as follows:

|                     | YES      | NO | ABSENT   | PRESENT |
|---------------------|----------|----|----------|---------|
| Schneider           |          |    | X        |         |
| Wosczyński          | X        |    |          |         |
| Jones               | X        |    |          |         |
| Williams            | X        |    |          |         |
| Munda               | X        |    |          |         |
| Manousopoulos       | X        |    |          |         |
|                     |          |    |          |         |
|                     |          |    |          |         |
| (Mayor Qualkinbush) |          |    |          |         |
| <b>TOTAL</b>        | <u>5</u> |    | <u>1</u> |         |

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

28th day of January, 2016.



Michelle Markiewicz Qualkinbush, Mayor

ATTEST:



Nyota T. Figgs, City Clerk

Res. #5: urging Archdiocese reconsider decision to close Seton High School Resolution Urging the Archdiocese of Chicago to Reconsider its decision to close Seton High School. (see attached page 11A)

Pass Resolution (Res. #16-3) Alderman Wosczyński moved, seconded by Alderman Wosczyński, to pass Resolution #5 as presented.

ROLL CALL

|           |   |
|-----------|---|
| YEAS: 5   | ALDERMEN: Munda, Manousopoulos, Wosczyński, Jones, Williams |
| NAYS: 0   | ALDERMEN: None  |
| ABSENT: 1 | ALDERMAN: Schneider   |

MOTION CARRIED

FINANCIAL MATTERS

#1: Remit payment/Halo American Calendars/\$16,680 Approve purchase of African American Calendars and Envelopes; direct the City Treasurer to remit payment to Halo Branded Solutions in the amount not to exceed \$16,680.00; to be charged to account #01099-52990.

#2: Approve purchase police Incident Command Vehicle Approve purchase of Incident Command Vehicle for the police department; direct the City Treasurer to remit payment and charge to 1505 Account.

#3: Remit payment/St Stanley Security/\$8,380.00 Accept the bid for alarm system at the Training Center in the amount of \$8,380.00; direct the City Treasurer to remit payment to Stanley Security and charge to account #01070-52355.

#4: Remit payment/Miner Electronics/\$7,488.84 Approve installation of a P.A. System at th Training Center to allow for the temporary relocation of Station I to the Training Center; direct the City Treasurer to remit payment to Miner Electronics in the amount of \$7,488.84 and charge to account #01070-52355.

#5: Remit payment/Calumet City Plumbing/\$7,377.00 Approve plumbing work at the Training Center to allow for the temporary relocation of the firefighters from Station I; direct the City Treasurer to remit payment to Calumet City Plumbing in the amount of \$7,377.00 and charge to account #01070-52355.

#6: Remit payment/NEMRT \$9,595.00 Approve payment to NEMRT for annual membership for the police department from 1/1/16 to 12/31/16; direct the City Treasurer to remit payment in the amount not to exceed \$9,595.00 and charge to account ##01060-52390.

#7: Remit payment/Alliance Environmental/\$8,345.00 Approve payment to Alliance Environmental for asbestos removal for 148-155th Street; direct the City Treasurer to remit payment and charge to account #01099-52645.

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

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**RESOLUTION  
NUMBER 16- 3**

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**A RESOLUTION OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS  
URGING THE ARCHDIOCESE OF CHICAGO  
TO RECONSIDER ITS DECISION TO CLOSE SETON ACADEMY**

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

**THADDEUS JONES  
NICK MANOUSOPOULOS  
ROGER MUNDA  
ERIC W. SCHNEIDER  
RAMONDE D. WILLIAMS  
MAGDALENA J. "LENT" WOSZYNSKI  
Aldermen**

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**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 01/    /16  
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95<sup>th</sup> Street - Evergreen Park, Illinois 60805**

**RESOLUTION NUMBER 16-**

**A RESOLUTION OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS  
URGING THE ARCHDIOCESE OF CHICAGO  
TO RECONSIDER ITS DECISION TO CLOSE SETON ACADEMY**

---

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

**WHEREAS**, the City of Calumet City recognizes the decision to close a school is difficult; and

**WHEREAS**, the City of Calumet City recognizes the Archdiocese of Chicago must consider many factors when determining whether to close a school; and

**WHEREAS**, the City of Calumet City considers it to be of paramount importance for the Archdiocese of Chicago decision makers to consider the negative impact closing a school, such as Seton Academy, will have on the communities whose children attend the school; and

**WHEREAS**, the City of Calumet City also considers it to be equally important for the Archdiocese of Chicago decision makers to fully appreciate the excellence of Seton Academy, the positive influence it has had on the children who have been educated at Seton Academy and the fact that many of these children, upon graduation from Seton Academy have become productive and responsible members of the community; and

**WHEREAS**, the City of Calumet City believes the decision to close Seton Academy should be reconsidered until the Archdiocese of Chicago can meet with the various stakeholders in the community to discuss less drastic alternatives to closing.

**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 Rules Powers, as follows:

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

**Section 2.** The Mayor and City Council of the City of Calumet City respectfully request the Archdiocese of Chicago to reconsider its decision to close Seton Academy and to implement an alternative that will allow the school to remain open to educate the youth of our community.

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

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

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

*[Intentionally left blank]*

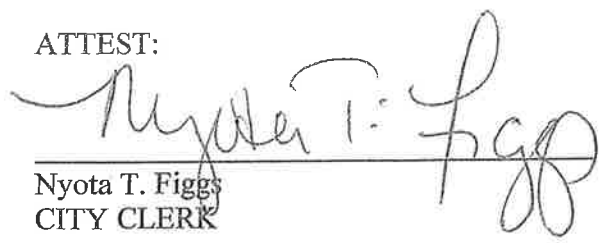


**PASSED** by the Mayor and City Council of the City of Calumet City, Cook County, Illinois  
 this 28th day of January, 2016, pursuant to a roll call vote, as follows:

|                     | YES | NO | ABSENT | PRESENT |
|---------------------|-----|----|--------|---------|
| Jones               | X   |    |        |         |
| Manousopoulos       | X   |    |        |         |
| Munda               | X   |    |        |         |
| Schneider           |     |    | X      |         |
| Williams            | X   |    |        |         |
| Wosczynski          | X   |    |        |         |
| (Mayor Qualkinbush) |     |    |        |         |
| <b>TOTAL</b>        | 5   |    | 1      |         |

**APPROVED** by the Mayor of the City of Calumet City, Cook County, Illinois on this  
~~28th~~ day of January, 2016.

  
 Michelle Markiewicz Qualkinbush  
 MAYOR

ATTEST:  
  
 Nyota T. Figgs  
 CITY CLERK

#8: Approve bill listing

Approve bill listing (\$494,946.67)

#9: Approve payroll

Approve payroll (\$890,955.73)

#10: Amend motion  
1/14/16 police promotions

Amend the motion made on 1/14/16; direct the City Treasurer to place the following probationary police officers on the payroll effective 1/7/16: Marcus Giglio, Mark Zieminski, Peter Piry & Bradley Begeske.

#11: Approve Real Estate  
Contract - 217-155th Place

Approve Real Estate Contract for the purchase of 217-155th Place, Calumet City IL, authorizing the Clerk and/or Corporation Counsel to execute all documentation necessary to effectuate said Real Estate Contract, and authorizing the Director of Inspectional Services to pursue and obtain bids regarding the demolition of the property.

Approve financial items

Alderman Manousopoulos moved, seconded by Alderman Jones, to approve financial matters #1 thru #11 as presented.

Alderman Jones: "Item #1 on the agenda refers to calendars. Are the calendars purchased already?"

Mayor Michelle Markiewicz Qualkinbush: "No, but we working with them setting it up, they are not."

Alderman Jones: "So will they get here by."

Mayor Michelle Markiewicz Qualkinbush: "Yes, they promised me they are going to get here. Probably the beginning of the second week in February.

We are hopeful. We need council action alderman. Everyone is asking about them and everyone wants them.

ROLL CALL

YEAS: 6  
NAYS: 0  
ABSENT: 1

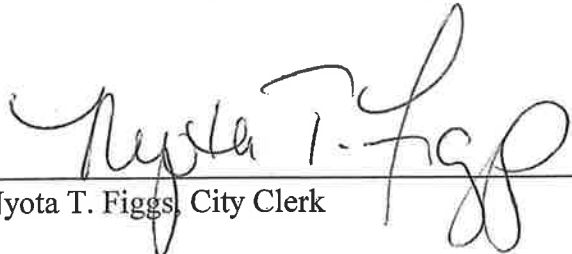
ALDERMAN: Manousopoulos, Wosczyński, Jones, Williams, Munda  
ALDERMEN: None  
ALDERMAN: Schneider

MOTION CARRIED

**ADJOURNMENT**

Adjournment was at 8:00 p.m. on a motion made by Alderman Manousopoulos and seconded by Alderman Munda.

MOTION CARRIED

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

/rb