

JOURNAL OF PROCEEDING

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

JUNE 11, 2015

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 at City Hall in a regular meeting on Thursday, June 11, 2015 at 7:35 p.m. with Mayor Michelle Markiewicz Qualkinbush, present and presiding.

ROLL CALL

PRESENT:	7	ALDERMEN:	Schneider, Wosczyński, Jones, Williams, Munda, Manousopoulos, Collins
ABSENT:	0	ALDERMEN:	None

Also present were City Clerk Figgs, City Treasurer Tarka (7:40), City Engineer Roberts, Economic Development Coordinator Swanson and Deputy Clerk Bonato.

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

REPORTS OF STANDING COMMITTEES

Finance

Alderman Wosczyński: "The Finance Committee Meeting of the Whole was called to order by Chairman Alderman Wosczyński at 6:41 p.m. in the City Council Chambers on Monday, June 8, 2015.

In attendance were all the aldermen, Mayor Michelle Markiewicz Qualkinbush, City Clerk Figgs, City Treasurer Tarka and Economic Development Coordinator Swanson.

Finance The purpose of the meeting was to discuss development proposal from Wendy's, developmental proposal from Meats by Linz, recommendation to execute a real contract to properties located on Sibley Boulevard from Escanaba to Saginaw.

Discussion was made regarding extending the towing contract. A copy of this meeting can be obtained from the City Clerk's Office.

The meeting adjourned at 7:25 p.m."

Public Safety Alderman Manousopoulos had no report.

Public Utilities Alderman Jones had no report.

Ord. & Res. Alderman Collins had no report.

H.E.W. Alderman Williams had no report.

Permits & Licenses Alderman Schneider had no report.

Public Works Alderman Munda had no report.

CITY COUNCIL REPORTS

Report high grass Alderman Wosczyński encourages residents to contact her office at (708) 891-8192 regarding high grass in the neighborhood.

Sidewalk list/tree trimming Alderman Wosczyński requested residents to contact her office at (708) 891-8192 for sidewalk replacement, tree trimming or alley grading.

2nd Ward Summer Meetings Alderman Wosczyński announced she will be having summer meetings.

Block Meeting/Manistee & Harding - 6/23/15 Alderman Wosczyński announced the next summer block meeting is Tuesday, June 23, 2015 at the corner of Manistee & Harding at 6:30 p.m.

Hello grandson Michael Alderman Wosczyński said hello to her grandson Michael who is watching council meeting on television.

3rd Ward office hours Alderman Jones advised residents that they should have received notice of new office hours for summer. There will be street to street meetings which will be announced at the next meeting.

The office hours on Monday, 9 a.m. to 4 p.m.; Wednesday, 10 a.m. to 5 p.m. and Friday, 9 a.m. to 4 p.m.

Residents interested in Thursday or Saturday meetings contact (708) 891-8193 or email calcity3@yahoo.com

Residents contact office Alderman Jones thanked the residents that contact his ward office for abandoned houses and grass cutting. He thanked public works department for completing the list.

Street cleaning signs posted Alderman Jones announced the week of June 15, street cleaning signs will be posted in the ward. He encourages residents to adhere to the signs and cars when signs are posted.

3rd Ward volunteers Alderman Jones announced his is looking for volunteers for ward projects that are starting at the end of June through September. Some of the projects include painting trailers for seniors, ward cleanup/improvement.

Contact the ward office at (708) 891-8193 to volunteer.

Employment agencies hiring Alderman Jones announced at the next meeting there will be a couple employment agencies that are looking to hire people. Contact his office at (708) 891-8193 and it can be emailed to interested residents.

Thank Chicago White Sox Alderman Jones thanked the Chicago White Sox for donating 150 tickets. Tickets were given out for June 10, 2015.

He announced there are still 150 tickets for July 10 game. Contact his ward office for tickets please limit between 2 to 4 tickets per residents.

Give honor to God Alderman Williams gave honor to God.

Free Summer Lunch Program - 6/15/15 Alderman Williams announced to the 4th Ward residents starting June 15, 2015 along with the Living Water Kingdom Ministries and Community Christian Center at 283 Torrence will be partnering in a free summer lunch program for grade school thru high school students.

The program will be Monday thru Thursday from 11:00 a.m. to 1:00 p.m. at 283 Torrence Avenue. Please contact ward cell phone at (708) 212-2240 for parents to sign up their children.

Residents Bernadine Manor Alderman Williams apologized to the residents of Bernadine Manor relative to plans that were scheduled but wasn't able to follow thru on those.

4th Ward Newsletter Alderman Williams announced that the 4th Ward Newsletter will be distributed within the next couple of weeks. Contact the office at (708) 891-8194 if you haven't received newsletter by July 1, 2015.

4th Ward Sidewalk list Alderman Williams encourages residents to contact his office at (708) 891-8194 to be placed on sidewalk list.

Happy Birthday

Alderman Williams wished his late father Willie Jay Williams a Happy Birthday.

American Legion Post
330 Blood Drive - 8/16/15

Alderman Munda announced that the American Legion Post 330 will be having a Blood Drive on Sunday, August 16, 2015 from 11:00 a.m. to 5:00 p.m. at 950 Legion Drive, Calumet City.

To schedule appointment please contact Norville Carter at (708) 925-4324 or Life source at 1-877-543-3768 to register.

Home Buyers Workshop
6/27/15 @ City Hall

Alderman Munda announced a Home Buyer's Workshop hosted by Standard Bank and Calumet City on Saturday, June 27, 2015 from 10:00 a.m. to 12:00 p.m. at Calumet City Hall, 204 Pulaski Road, 60409. Free admission and refreshments.

Learn how to access thousand of dollars in free down payment assistance. Reservations are not required by recommended.

St. Andrew's Summer Fest
June 27 & June 28, 2015

Alderman Munda announced St. Andrew Summer Fest on June 27 and June 28, 2015. He encourages residents to attend. There will be traditional polish food, games and prizes for children.

Close Superior Avenue
from 155th St. To 156th St.
7/3/15

Alderman Collins moved, seconded by Alderman Wosczyński, to approve the closing of Superior Avenue from 155th Street to 156th Street beginning July 3, 2015 at 7:00 a.m. until 11:59 p.m. on July 4, 2015; direct public works department to provide barricades and trash receptacles; notify the police & fire departments; requesting ESDA on July 3, 2015 to assist with traffic for the July 3 celebration.

MOTION CARRIED

City Hall phone system

Mayor Michelle Markiewicz Qualkinbush: "I would like to remind residents that we are working on the phones and I thank everyone for being patient and I apologize. The system and software is old and it hangs up on residents.

Please be patient we are near the end of this process and it will be wonderful when it is here. It has been needed for a long time but the city is nearing the end of this process. I thank the residents for their patience.

INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

Zoning Board of Appeals/
advising of zoning hearing

Advising of Zoning Hearing on Wednesday, June 24, 2015 at 7:00 p.m. for a Special Use Permit for 383-389 Torrence Avenue.

Waste Management/permit
modifications

RE: Notice of Class 1 and Class 1 Permit Modifications.

Accept & place on file

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

MOTION CARRIED

NEW BUSINESS

St. Andrew 5K Run/Walk

Requesting permission for St. Andrew the Apostle Church to conduct their 5K Run/Walk on Saturday, June 27, 2015 from 10:30 a.m. to 12:00 noon; requesting public works department to provide barricades along Lincoln Avenue from 154th Place to Elizabeth Street and Price Avenue from Warren Street to 154th Place; also to notify the proper public safety personnel. (Proposed route attached in the communication)

Approve new business

Alderman Wosczyński moved, seconded by Alderman Manousopoulos, to approve new business as presented.

MOTION CARRIED

BUILDING PERMITS

FENCE - PRIVACY

735 Greenbay - 5th Ward
339 Hoxie - 4th Ward
440 Saginaw - 2nd Ward
493 Gordon - 1st Ward

NEW CONSTRUCTION GARAGE

309 Hoxie Avenue - 4th Ward

Approve fence permits

Alderman Wosczyński moved, seconded by Alderman Williams, to approve fence permits as presented.

MOTION CARRIED

Approve new construction

Alderman Williams moved, seconded by Alderman Manousopoulos, to approve new construction garage permit as presented.

MOTION CARRIED

RESOLUTIONS AND ORDINANCES

Res. #1: approving Donation Agreement/417 Pulaski Rd (Res. #15-18)

Resolution approving a Donation Agreement for 417 Pulaski Road, Calumet City, IL and authorize the Clerk and/or Corporation Counsel to execute all documentation necessary to effectuate said Donation Agreement. (see attached page 5A)

Res. #2: authorizing execution Real Estate Contract

Resolution authorizing the Execution of a Real Estate Contract for property located on Sibley Boulevard between Escanaba Avenue and Saginaw Avenue in the City of Calumet City, Illinois.

Res. # 15-18

RESOLUTION

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

1. That the Donation Agreement pertaining to the property commonly known as 417 Pulaski Road, Calumet City, Illinois, is hereby approved;
2. Approval is hereby given to the Mayor, City Clerk, and/or Corporation Counsel of the City of Calumet City to execute any and all documentation necessary for the completion of the transaction contemplated by the aforesaid Agreement;

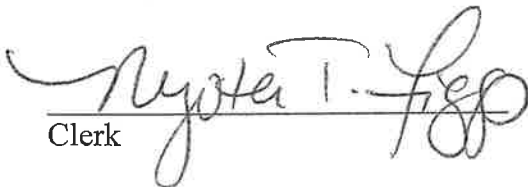
PASSED this 14th day of June 2015.

APPROVED:



Mayor

ATTEST:



Clerk

DONATION AGREEMENT

This Donation Agreement (the "Agreement") for certain real property located at **417 PULASKI ROAD, CALUMET CITY, IL 60409** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 8480 Stagecoach Cir, Frederick, MD 21701 ("Donor") and **CITY OF CALUMET CITY, A MUNICIPAL CORPORATION**, whose address is 204 Pulaski Road, Calumet City, Illinois 60409 ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process or by a deed in lieu of foreclosure;
- B. Donor did not originally construct any of the improvements forming part of the Property;
- C. Donor has not occupied the Property for its own use;
- D. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis; and
- E. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

1.1 Effective Date. The date this Agreement is signed by both Parties shall be (the "Effective Date") of the Agreement.

1.2 Purchase Price. The purchase price for the Property shall be ONE and 00/100 Dollars (\$1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars (\$0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the Donor and

Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -\$1.00.

1.3 **Closing.** Donee may choose the Donor's Preferred Title Company (defined below) or any other third party.

- (a) Upon Donee's acceptance of the Donor's offer, Donor shall provide to Donee a suggested company ("Donor's Preferred Title Company") to act as the closing agent and title company.
- (b) If Donee selects Donor's Preferred Title Company to act as the closing agent and the title company, then Donor shall pay all costs associated with the conveyance of title to the Property, including attorneys' fees and costs, agents' fees, documentary stamp taxes and recording costs ("Closing Costs").
- (c) If Donee selects a third party other than Donor's Preferred Title Company to act as the closing agent or the title company, then Donor shall pay Closing Costs in the amount of the lesser of (a) \$2,500.00 or (b) the actual amount of Closing Costs.
- (d) The Donee will notify the Donor of the title company and closing agent Donee has selected by completing the selection form attached hereto as Exhibit "B".

- 1.4 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.
- 1.5 **Deed.** Title shall be transferred on the Closing Date via a Deed (which Deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.
- 1.6 **Title and Examination.** Within five (5) days from the Effective Date, Donor will order a title commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") and provide a copy to Donee upon request or on the Closing Date. Donor will provide marketable title to the Property, which shall be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.
- 1.7 **Taxes and Utilities.** The Parties agree that the Donor will only be responsible for the following expenses due as of the Closing Date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. The Property taxes will be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations will be based upon a 30-day month and all such prorations shall be final. Donor will not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property.
- 1.8 **Risk of Loss.** In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.
- 1.9 **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

2. ACKNOWLEDGMENTS AND RELEASE.

2.1 DONEE'S ACKNOWLEDGMENTS. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) Planning and Zoning. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the Property.

- (k) Title. The condition of title to the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

2.2 RELEASE.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**
- (b) **MEANING. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.**
- (c) **EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.**

3. TIME IS OF THE ESSENCE: CLOSING DATE.

- 3.1 It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.
- 3.2 The closing shall take place on or before **JULY 20, 2015** (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the title company of Donee's choice, Donor's attorney or Donee's attorney, or at a place so designated and approved by Donor, unless otherwise required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

4. GENERAL PROVISIONS.

- 4.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 4.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 4.3 **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- 4.4 **Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.
- 4.5 **Governing Law.** The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.

- 4.9 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 4.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices.** Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set forth in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, fortyeight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **CITY OF CALUMET CITY, A MUNICIPAL CORPORATION**

Address:

204 Pulaski Road

Calumet City, Illinois 60409

If to the Donor: Owner

1 Home Campus

Des Moines, Iowa 50328-0001

Attention: **Kylie Gudenkauf**, MAC# X2301-049

Fax Number: **855-791-9075**

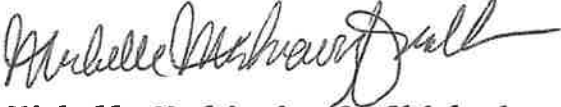
Kylie.Gudenkauf@wellsfargo.com

- 4.12 **Joint and Several.** If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

CITY OF CALUMET CITY, A MUNICIPAL CORPORATION

Signature: 

Print Name: **Michelle Markiewicz Qualkinbush**

Title: **Mayor**

Date: **6/11/15**

DONOR:

OWNER

Signature:

Print Name:

Title:

Date:

EXHIBIT "A"

PROPERTY ADDRESS:

417 PULASKI ROAD
CALUMET CITY, IL 60409

LEGAL DESCRIPTION:

All that property situate in the County of Cook and State of Illinois described as follows:
Lot 9 in Block 5 in West Hammond, Being a Subdivision of the North 1896 Feet of Fractional Section 17,
Township 36 North, Range 15, East of the Third Principal Meridian, In Cook County, Illinois.

TAX PARCEL NO:

30-17-101-014-0000

EXHIBIT "B"
Donee's Closing Agent

Please select ONE of the following options for closing:

DONEE: CITY OF CALUMET CITY, A MUNICIPAL CORPORATION

- Donee selects Donor's Preferred Title Company to act as the closing agent and the Title Company.
- If the Donee chooses not to use the Donor's Preferred Title Company to act as the closing agent and the Title Company, then the following section will need to be completed. Please note this box **MUST** be selected to qualify for the up to \$2,500 Donee closing credit.

Please provide contact information for Donee's chosen Title Company:

Company:

Company Mailing Address:

Contact Name:

Phone:

Email:

- Res. #3: renewal of Class 8 803 River Oaks Drive (Res. #15-20) Resolution of the City of Calumet City, Cook County, Illinois, supporting renewal of Class 8 Real Estate Tax Assessment Classification for 803 River Oaks Drive. (Andy's Hot Dogs) (see attached page 6A)
- Res. #4: approving donation agreement/38-155th Place (Res. #15-21) Resolution approving a Donation Agreement for 38-155th Place, Calumet City, IL and authorize the Clerk and/or Corporation Counsel to execute all documentation necessary to effectuate said Donation Agreement. (see attached page 6B)
- Ord. #5: handicap parking deleting: 1873 Michigan (Ord. #15-20) Ordinance amending Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois, Handicap Parking, by deleting 1873 Michigan City Road. (See attached page 6C)
- Ord. #6: handicap parking (Ord. #15-21) Ordinance amending Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois, Handicap Parking, by adding: 29-165th Street, 538 Yates Avenue & 1425 Stanley Boulevard. (see attached page 6D)
- Res. #7: congratulating Fr. Dan on his 25th Anniversary (Res. #15-19) Resolution congratulating Fr. Dan on the 25th Anniversary of his 25th Anniversary of his ordination at St. James Catholic Church. (see attached page 6E)
- Remove Resolution #2 Alderman Collins moved, seconded by Alderman Manousopoulos, to remove Resolution #2 from the agenda to be placed on a future meeting.

MOTION CARRIED

- Pass Resolutions/Adopt Ordinances Alderman Manousopoulos moved, seconded by Alderman Schneider, to pass the Resolutions and adopt the Ordinances as presented, without the necessity of prior posting.

ROLL CALL

YEAS:	7	ALDERMEN:	Wosczynski, Jones, Williams, Munda, Manousopoulos, Collins, Schneider
NAYS:	0	ALDERMEN:	None
ABSENT:	0	ALDERMEN:	None

MOTION CARRIED

FINANCIAL MATTERS

- #1:Remit payment/Eco Clean \$18,432.00 Approve payment to Eco Clean Maintenance, Inc. for (6) months cleaning services for the police department in the amount not to exceed \$18,432.00; direct the City Treasurer to remit payment and charge to account #01060-52345.

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 15-20

**A RESOLUTION OF THE CITY OF CALUMET CITY, COOK COUNTY ILLINOIS
SUPPORTING THE RENEWAL OF A CLASS 8 REAL ESTATE TAX ASSESSMENT
CLASSIFICATION FOR 803 RIVER OAKS DRIVE (ANDY'S HOT DOGS)**

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

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

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 06/11/15
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

RESOLUTION NUMBER 15-20

**A RESOLUTION OF THE CITY OF CALUMET CITY, COOK COUNTY ILLINOIS
SUPPORTING THE RENEWAL OF A CLASS 8 REAL ESTATE TAX ASSESSMENT
CLASSIFICATION FOR 803 RIVER OAKS DRIVE (ANDY'S HOT DOGS)**

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, Andrew Economos (the “*Owner*”) owns a certain parcel of property within the City commonly known as 803 River Oaks Drive, Calumet City, Illinois, identified by a certain permanent index number (PIN) and hereinafter legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the “*Property*”); and

WHEREAS, Owner has requested that the Mayor and City Council of the City of Calumet City (the “*Corporate Authorities*”) support and consent to the renewal of its 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 as

previously authorized by the Corporate Authorities on April 28, 2005 by Resolution No. 05-19, a copy of said authorizing document is attached hereto and made a part hereof, as Exhibit B; and

WHEREAS, the adoption of a resolution by the Corporate Authorities is required and must be filed by Owner with its renewal application with the County of Cook in order for the Property to maintain its Class 8 Tax Assessment Classification; and

WHEREAS, Owner is an important entity in the City whose economic viability is dependent on the continued Class 8 Tax Assessment Classification; and

WHEREAS, to ensure the ongoing 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 renewal of the Class 8 Real Estate Tax Assessment Classification for the Property.

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 continuing economic viability of the Property is necessary and appropriate for the community and that without a Class 8 Tax Assessment Classification the Property would be underutilized and cause blight in 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 ongoing commercial use and habitability of 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 Renewal Application by the Owner of the Property, which is 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.

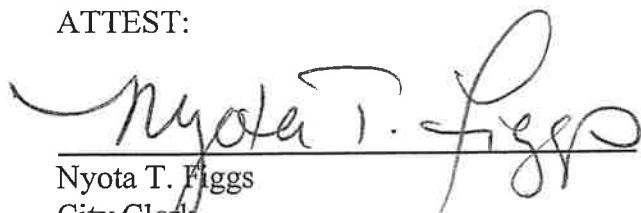
PASSED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois
 this 11th day of June 2015, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Collins	X			
Jones	X			
Manousopoulos	X			
Munda	X			
Schneider	X			
Williams	X			
Wosczyński	X			
(Mayor Qualkinbush)				
TOTAL	7			

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 11th
 day of June 2015.


 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:


 Nyota T. Figgs
 City Clerk

Res. # 15-21

RESOLUTION

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

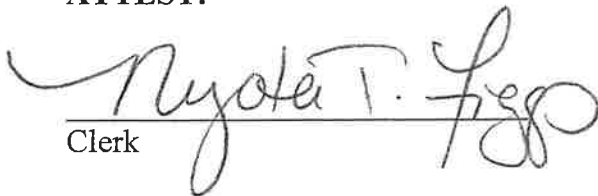
1. That the Donation Agreement pertaining to the property commonly known as 38 155th Place, Calumet City, Illinois, is hereby approved;
2. Approval is hereby given to the Mayor, City Clerk, and/or Corporation Counsel of the City of Calumet City to execute any and all documentation necessary for the completion of the transaction contemplated by the aforesaid Agreement;

PASSED this 11th day of JUNE, 2015.

APPROVED:


Mayor

ATTEST:


Clerk

DONATION AGREEMENT

This Donation Agreement (the "Agreement") for certain real property located at **38 155TH PLACE, CALUMET CITY, IL 60409** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 8480 Stagecoach Cir, Frederick, MD 21701 ("Donor") and **CITY OF CALUMET CITY, A MUNICIPAL CORPORATION**, whose address is 204 Pulaski Road, Calumet City Illinois 60409 ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process or by a deed in lieu of foreclosure;
- B. Donor did not originally construct any of the improvements forming part of the Property;
- C. Donor has not occupied the Property for its own use;
- D. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis; and
- E. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 Effective Date.** The date this Agreement is signed by both Parties shall be (the "Effective Date") of the Agreement.
- 1.2 Purchase Price.** The purchase price for the Property shall be ONE and 00/100 Dollars (\$1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars (\$0.00) (the "Total

Adjusted Sales Price”). The term Total Adjusted Sales Price has been determined by the Donor and Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -\$1.00.

1.3 **Closing.** Donee may choose the Donor’s Preferred Title Company (defined below) or any other third party.

- (a) Upon Donee’s acceptance of the Donor’s offer, Donor shall provide to Donee a suggested company (“Donor’s Preferred Title Company”) to act as the closing agent and title company.
- (b) If Donee selects Donor’s Preferred Title Company to act as the closing agent and the title company, then Donor shall pay all costs associated with the conveyance of title to the Property, including attorneys’ fees and costs, agents’ fees, documentary stamp taxes and recording costs (“Closing Costs”).
- (c) If Donee selects a third party other than Donor’s Preferred Title Company to act as the closing agent or the title company, then Donor shall pay Closing Costs in the amount of the lesser of (a) \$2,500.00 or (b) the actual amount of Closing Costs.
- (d) The Donee will notify the Donor of the title company and closing agent Donee has selected by completing the selection form attached hereto as Exhibit “B”.

- 1.4 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.
- 1.5 **Deed.** Title shall be transferred on the Closing Date via a Deed (which Deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.
- 1.6 **Title and Examination.** Within five (5) days from the Effective Date, Donor will order a title commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") and provide a copy to Donee upon request or on the Closing Date. Donor will provide marketable title to the Property, which shall be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.
- 1.7 **Taxes and Utilities.** The Parties agree that the Donor will only be responsible for the following expenses due as of the Closing Date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. The Property taxes will be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations will be based upon a 30-day month and all such prorations shall be final. Donor will not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property.
- 1.8 **Risk of Loss.** In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.
- 1.9 **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

2. ACKNOWLEDGMENTS AND RELEASE.

2.1 DONEE'S ACKNOWLEDGMENTS. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) Planning and Zoning. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.

- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the Property.
- (k) Title. The condition of title to the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

2.2 RELEASE.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**
- (b) **MEANING. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.**

- (c) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.

3. **TIME IS OF THE ESSENCE: CLOSING DATE.**

- 3.1 It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.
- 3.2 The closing shall take place on or before **JULY 20, 2015** (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the title company of Donee's choice, Donor's attorney or Donee's attorney, or at a place so designated and approved by Donor, unless otherwise required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

4. **GENERAL PROVISIONS.**

- 4.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 4.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 4.3 **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- 4.4 **Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.
- 4.5 **Governing Law.** The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

- 4.6 **No Third Parties Benefits**. No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.
- 4.7 **Waivers**. No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- 4.8 **Captions**. The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.
- 4.9 **Counterparts**. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 4.10 **No Presumption**. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices**. Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set for in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, fortyeight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

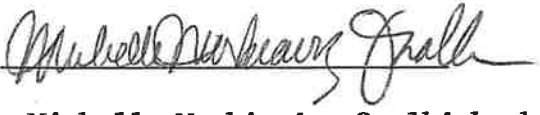
If to the Donee: **CITY OF CALUMET CITY, A MUNICIPAL CORPORATION**

Address:
204 Pulaski Road
Calumet City, Illinois 60409

If to the Donor: Owner
1 Home Campus

DONEE:

CITY OF CALUMET CITY, A MUNICIPAL CORPORATION

Signature: 

Print Name: **Michelle Markiewicz Qualkinbush**

Title: **Mayor**

Date: **6/11/15**

DONOR:

OWNER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Des Moines, Iowa 50328-0001
Attention: **Kylie Gudenkauf**, MAC# X2301-049
Fax Number: **855-791-9075**
Kylie.Gudenkauf@wellsfargo.com

4.12 Joint and Several. If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 15-20

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

MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA FIGGS, City Clerk

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

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

ORDINANCE NO.: 15-20

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

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

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

1873 Michigan City Road

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 11th day of JUNE, 2015, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Schneider	X			
Wosczynski	X			
Jones	X			
Williams	X			
Munda	X			
Manousopoulos	X			
Collins	X			
(Mayor Qualkinbush)				
TOTAL	<u>7</u>			

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this
11th day of JUNE, 2015.


 Michelle Markiewicz Qualkinbush, Mayor

ATTEST:


 Nyota T. Figgs, City Clerk

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 15-21

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

MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA FIGGS, City Clerk

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

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

ORDINANCE NO.: 15-21

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

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

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

29-165th Street

538 Yates 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.

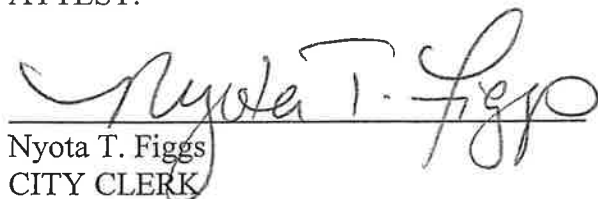
ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 1st day of June, 2015 pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Schneider	X			
Wosczynski	X			
Jones	X			
Williams	X			
Munda	X			
Manousopoulos	X			
Collins	X			
(Mayor Qualkinbush)				
TOTAL	<u>7</u>			

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 1st day of June 2015.


 Michelle Markiewicz Qualkinbush
 MAYOR

ATTEST:


 Nyota T. Figgs
 CITY CLERK

A resolution

RES. #15-19



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

Presented by Mayor Michelle Markiewicz Qualkinbush on June 11, 2015

Whereas

St. Victor's Parish is celebrating the 25th Anniversary of Rev. Daniel Torson's Ordination on Sunday, June 14, 2015; and,

WHEREAS, Rev. Daniel Torson was ordained on June 14, 1990 at St. James Catholic Church in Liberty, MO; and,

WHEREAS, Fr. Dan has traveled extensively while both studying and teaching, including time in Israel and the Middle East; and,

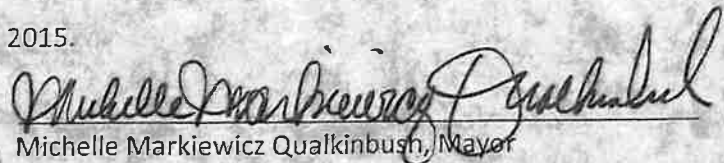
WHEREAS, Fr. Dan is currently Assistant Professor of Theology and University Chaplain at Lewis University in Romeoville, IL; and,

WHEREAS, Fr. Dan has been the weekend presider at St. Victor's Parish in Calumet City, IL for the past 11 years.

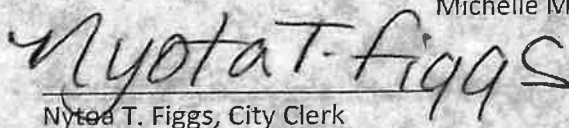
NOW THEREFORE, BE IT RESOLVED BY THE Mayor and the City Council of the City of Calumet City, Cook County, Illinois, as follows:

- SECTION 1: That Mayor Michelle and the City Council of Calumet City do hereby congratulate Fr. Dan on the 25th Anniversary of his Ordination.
- SECTION 2: That the City Clerk be and she is hereby authorized and directed to forward a certified copy of this Resolution to Rev. Daniel Torson.
- SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED this 11th day of June, 2015.


Michelle Markiewicz Qualkinbush, Mayor

ATTEST:


Nyota T. Figgs, City Clerk

- #2: Remit payment/Shorewood/\$10,396.00 Approve payment to Shorewood Home & Auto for (4) trailers at a cost of \$2,599.00 for a total of \$10,396.00; direct the City Treasurer to remit payment and charge to account #01041-54140.
- #3: Remit payment/Rush Truck Center/\$5,709.59 Approve payment to Rush Truck Center in the amount of \$5,709.59 for vehicle repairs to Unit #21; direct the City Treasurer to remit payment and charge to account #01041-54150.
- #4: Remit payment/EFN Properties/\$100,000 Authorize the City Treasurer to remit payment to EFN Calumet City Properties, LLC in the amount of \$100,000.00 for the calendar year 2014; to be charged to the Corporate Fund - Contractual Obligations line item #01099-52696.
- #5: Remit payment/Sonic \$15,961.75 Authorize the City Treasurer to remit payment to SDI Calumet City LLC (Sonic) in the amount of \$15,961.75 representing 50% of the sales tax received by the City in Municipal Home Rule Sales Tax for the calendar year 2014 pursuant to the economic incentive agreement; to be charged to the Corporate Fund Contractual Obligations line item #01099-52696.
- #6: Remit payment/River Oaks Toyota/\$108,490.46 Authorize the City Treasurer to remit payment to River Oaks Toyota in the amount of \$108,490.46 as required by our economic incentive agreement for calendar year 2014 to be paid through the City's Corporate Fund to be charged to account #01099-52696 Contractual Obligations.
- #7: Remit payment/JLP-River Oaks/Sam's Club Authorize the City Treasurer to remit payment to JLP-River Oaks West, LLC (Sam's Club) in the amount of \$257,539.47 representing 43% of sales tax revenue received by the City in Municipal and Home Rule Sales Tax for the calendar year 2014 about and beyond the first \$200,000.00 retained by the City per the economic incentive agreement to be charged to the Corporate Fund - Contractual Obligations line item #01099-52696.
- #8: Remit payment/Napleton River Oaks \$47,831.98 Authorize the City Treasurer to remit payment to Napleton River Oaks Cadillac, in the amount of \$47,831.98 as required by the economic incentive agreement for calendar year 2014 to be paid through the City's Corporate Fund to be charged to account #01099-52696 Contractual Obligations.
- #9: Approve payroll Approve payroll (\$850,751.22)
- #10: Approve bill listing Approve bill listing (\$1,726,166.87)
- #11: Approve Agreement/Payment Service Network Approve the Payment Service Network, Inc. Service Agreement and authorize the City Clerk to sign the agreement on behalf of the city.

#12: Remit payment/
Metropolitan Industries/
\$7,710.00

Approve payment to Metropolitan Industries, Inc. for emergency pump repair at the Yates Pump Station in the amount not to exceed \$7,710.00; direct the City Treasurer to remit payment and charge to account #03036-52359.

#13: Approve attendance/
Police Chief Gilmore/
National Organization Black
Law Enforcement Executive
Conference

Approve the attendance of Police Chief Edward Gilmore to the National Organization of Black Law Enforcement Executive Conference; direct the City Treasurer to remit payment in the amount of \$2,500.00; expenses with receipts and any unused funds to be submitted to the Finance Department upon return and charge to account #01060-52300.

Refer item #11/Finance
Committee for review

Alderman Jones moved, seconded by Alderman Wosczyński, to refer financial item #11 to the Finance Committee for review.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

Approve financial items

Alderman Manousopoulos moved, seconded by Alderman Munda, to approve financial items as presented.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

UNFINISHED BUSINESS

Amend handicap parking
ordinance

Alderman Schneider moved, seconded by Alderman Wosczyński, to amend the handicap parking ordinance by deleting: 333-153rd Place.

MOTION CARRIED

Chicago White Sox tickets
July 10, 2015

Alderman Jones announced that he has 150 white sox tickets available for July 10, 2015 contact his office at (708) 891-8193.

Happy Father's Day

Alderman Jones wished all the fathers in Calumet City a Happy Father's Day.

Meeting @ Library
6/18/15

Alderman Jones announced that he along with Representative Evans and Representative Sims will be at the Calumet City Public Library on June 18, 2015 from 10:00 a.m. to 12:00 noon regarding discussing state or city issues.

Approve block party/
Hoxie Avenue - 7/4/15

Alderman Williams moved, seconded by Alderman Wosczynski, to approve a street closure for a block party on Hoxie Avenue from Cleveland to State Street on Saturday, July 4, 2015 from 10:00 a.m. to 12 midnight.

MOTION CARRIED

Happy Father's Day

Alderman Williams wished all the fathers a Happy Father's Day.

Happy Father's Day

Alderman Collins wished all the fathers a Happy Father's Day.

Executive Session

Alderman Wosczynski moved, seconded by Alderman Munda, to enter closed session to discuss discipline of a specific individual and a grievance.

MOTION CARRIED

(The City Council met in Executive Session from 8:01 p.m. to 8:13 p.m.)

Return - regular order
of business

Alderman Manousopoulos moved, seconded by Alderman Schneider, to return to the regular order of business.

MOTION CARRIED

Closed session

Mayor Michelle Markiewicz Qualkinbush: "In closed session this evening we discussed a grievance and the City Attorney gave the city council indication of how to proceed."

ADJOURNMENT

Adjournment was at 8:14 p.m. on a motion made by Alderman Wosczynski and seconded by Alderman Munda.

MOTION CARRIED


Nyota T. Jiggs, City Clerk

/rb