

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

**JULY 11, 2019**

Public Forum

Joe Balkis 117 155<sup>th</sup> St: commenting on honoring the Ordinance regarding ICE – Safety for Immigrants.

**CALL TO ORDER**

The City Council of the City of Calumet City met in the City Council Chambers at 7:30 p.m. in a regular meeting on Wednesday, July 11, 2019, with Mayor Michelle Markiewicz Qualkinbush, present and presiding.

Pledge Of Allegiance

ROLL CALL

PRESENT: 6

ALDERMEN: Patton, Williams, Tillman, Navarette,  
Gardner 7:38pm

ABSENT: 0

Smith 7:53pm  
ALDERMEN:

Also present was Mayor Michelle Qualkinbush, City Clerk Figgs, City Treasurer Tarka, City Attorney Mike Smith, Police Chief Fletcher, Fire Chief Bachert, Finance Director Kasperek, Purchasing & Personnel Director Murray, Mayor's Executive Assistant Bonato, Inspectional Services Director Sheryl Tillman, Deputy Clerk Deena Ballard.

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

Defer Action

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

**MOTION CARRIED**

**REPORTS OF STANDING COMMITTEES**

Finance

No Report

Public Safety

No Report

Public Utilities

No Report

Ord. & Res.

No Report

H.E.W

No Report

Permits & Licenses

No Report

Public Works

No Report

## CITY COUNCIL REPORTS

Mayor Michelle

Mayor Michelle acknowledged Val Williams to update the Council on Grant opportunities.

### Val Williams – Grant Update

**Open Space Lands Acquisition and Development (OSLAD):** The Illinois "*Open Space Lands Acquisition and Development*" (OSLAD) is offered annually through the Illinois Department of Natural Resources (IDNR).

- The OSLAD program is a grant program that provides up to 50% (90% for distressed communities) funding assistance to eligible, local units of government to acquire and/or develop public outdoor recreation areas.
- Calumet City cannot be deemed a distressed community per IDNR's guidelines – therefore a 50% match is required.
- Extremely competitive process – Calumet City qualifies for up to \$400,000 with a minimum of a 50% match.
- Grant due August 19, 2019, but we'd like to submit the first week of August to increase the competitiveness.
- Local agencies can apply for more than one grant if population is less than 2 million.
- There is no application fee required for the OSLAD application.

*Calumet City's Project Description/Concept:* The City of Calumet City proposes a 7-acre, new park development adjacent to the Little Calumet River (concept plan included) as well as rehabilitation of parking, road access (ingress/outgress), and trail linkage – all of which will take place on city-owned property. Proposed project includes: green infrastructure (rain gardens), disc golf, wayfinding signs, dog park area, trail construction for linkage, fishing piers/board walk, bandshell, bocce ball, picnic shelters, asphalt access roadway, and lots of open space. In addition, an education component is also included and will be facilitated accordingly through various partnerships with the schools, churches, non-profit organizations, and on the City's website.

A canoe launch is a critical component of the project as well, however, this application is not requesting funding for the Canoe launch. The IDNR BAAD application serves that purpose.

Val Williams –  
Grant Update  
(cont.)

### **RE: IDNR BAAD Grant (Illinois Department of Natural Resources – Boat Access Area Development)**

**Program Purpose: The Boat Access Area Development (BAAD)** provides funding assistance to local units of government for the acquisition and/or construction/renovation of approved public boat and canoe access areas in Illinois. The Department of Economic Development is applying for funding in regards to the above-mentioned grant application program (detailed information attached). The proposed scope of work encompasses a canoe launch pad at the Little Calumet River located within the corporate boundaries of the City of Calumet City. See DRAFT schematics provided.

Val Williams –  
Grant Update  
(cont.)

- There is no required match. However, the maximum amount for which can be requested cannot exceed \$80,000 because it's a non-motorized boat (Canoe)
- This is a reimbursable program
- \$200.00 application fee is required – Payable to: The Illinois Department of Natural Resources
- BAAD grants are awarded through an extremely competitive application process (only approximately \$700,000) available state wide
- As always, we called IDNR to advise of Calumet City's application and gain support of its high-level eligibility for funding. However, there is never a guarantee
- Applications due no later than August 19, 2019 in Springfield. It's our intent to submit applications by the first week of August to gain additional support for funding.
- Project proposals must be for a single site; multi-site projects are not eligible.

City Clerk

No Report

City Treasurer

No Report

St. Victor Fest

Alderman Navarrete invited residents to come out and support The Victor's Fest Thursday thru Sunday.

2<sup>nd</sup> Ward Back to School Picnic

Alderman Tillman informed residents the 3<sup>rd</sup> Ward is planning a Back to School Picnic on Aug. 17, 2019 at noon. Volunteers are needed.

Back to School donations requested

Alderman Williams gave Honor to God; accepting school supplies donations – two drop off locations: Fire Dept/Police Dept on Pulaski; School supplies give-away in conjunction with District 1419 on Aug. 25 and Sept. 7; Fall Job Fair on Sept. 19 at Arts Center in River Oaks Shopping Center; preceding Job Fair there will be a work force readiness day, setting up mock interviews, resume writing, etc.; donations for business attire are accepted.

Veteran's Resource Fair

Alderman Gardner reported that a Veteran's Resource Fair will be held July 16, 2019 at American Legion at 6:30pm; reminder to residents every 3<sup>rd</sup> Monday at 6:30pm – Crime Watch Meeting.

All Dispatch Positions Available

Alderman Patton reported that 911 Dispatch will be accepting applications Aug. 2, 2019; acknowledged calls received regarding alleys; informed residents alley grading taking longer than expected; Public Works is working on it.

Alderman Smith

No Report

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

A. Pace

RE: Bus Route Network

Accept & place on file

Alderman Patton moved, seconded by Alderman Tillman, to accept items #7A and placed same on file.

**MOTION CARRIED**

**NEW BUSINESS**

#1: Direct the City Attorney to amend the 2018 Business Signage Ordinance required time allotment for compliance to 12 months for removing non-conforming signs

Direct the City Attorney to amend the 2018 Business Signage Ordinance's required time allotment for compliance to 12 months for removing non-conforming signs; amend ordinance guidelines for temporary portable signs, banners, advertising flags, and other forms of external advertising to be allowed for 7 consecutive days once a year; require all business signage be reviewed and approved by the City Inspectional Services Department for compliance prior to installation.

#2: Direct City Clerk to advertise for the 2019/2020 MFT Sidewalk and Concrete Repair Program.

Direct City Clerk to advertise for the 2019/2020 MFT Sidewalk and Concrete Repair Program.

#3: Refer to City Attorney- United States Court Northern District of Illinois Eastern Division- Rey Hladek, Plaintiff vs. City of Calumet City.

Refer to City Attorney- United States Court Northern District of Illinois Eastern Division- Rey Hladek, Plaintiff vs. City of Calumet City.

Approve New Business

Alderman Patton moved, seconded by Alderman Tillman, to approve new business various actions items #8A.1 - #8A.3 as presented.

**MOTION CARRIED**

**BUILDING PERMITS**

New Fence

**BUILDING PERMITS**

<u>NEW FENCE</u>	<u>WARD</u>
510 State	1 <sup>st</sup>
588 Exchange	2 <sup>nd</sup>
264 Prairie	3 <sup>rd</sup>

New Garage Construction

<u>NEW GARAGE CONSTRUCTION</u>	<u>WARD</u>
1395 Freeland	

ROLL CALL

YEAS: 5	ALDERMEN: Patton, Williams, Tillman, Gardner, Navarrete,
NAYS: 0	ALDERMEN: None
ABSENT: 1	ALDERMAN: Smith

Approve Permits

Alderman Patton moved, seconded by Alderman Tillman to approve building permits as so presented.

**MOTION CARRIED**

**RESOLUTIONS AND ORDINANCE**

Ord #1: Appropriation Ordinance

(Ord. #19-33)

Ordinance Making Appropriation for All Corporate Purposes of the City of Calumet city For the Fiscal Year Commencing May 1, 2019 and Ending April 30, 2020".  
(Copy on File at City Clerk's Office)

Ord #2: Adding Handicapped Parking 671 Exchange

(Ord. #19-34)

Ordinance Amending Handicapped Parking Ordinance Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois Handicapped Parking by adding: 671 Exchange Ave.  
(See Attachment 5A)

Alderman Patton moved, seconded by Alderman Tillman to adopt ordinance#1 & #2 as presented, without the necessity of prior posting.

ROLL CALL

YEAS: 5	ALDERMEN: Patton, Williams, Tillman, Gardner, Navarrete,
NAYS: 0	ALDERMEN: None
ABSENT: 1	ALDERMAN: Smith

**MOTION CARRIED**

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

**ORDINANCE**  
**NUMBER**

**19-34**

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

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

**MIKE NAVARRETE**  
**MAGDALENA J. "LENI" WOSZYNSKI**  
**DEANDRE D. TILLMAN**  
**RAMONDE WILLIAMS**  
**DEJUAN GARDNER**  
**JAMES PATTON**  
**ANTHONY SMITH**  
**Aldermen**

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

**ORDINANCE NO.: 19-34**

**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:

671 Exchange Ave

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

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

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

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

**ADOPTED** by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 11 of July, 2019 pursuant to a roll call vote, as follows:

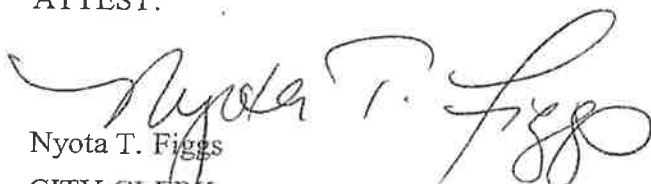
	YES	NO	ABSENT	PRESENT
Navarrete	x			
Tillman	x			
Williams	x			
Gardner	x			
Patton	x			
Smith			x	
(Mayor Qualkinbush)				
<b>TOTAL</b>	5		1	

**APPROVED** by the Mayor of the City of Calumet City, Cook County, Illinois on this 11 day of July 2019.

  
Michelle Markiewicz Qualkinbush

MAYOR

ATTEST:

  
Nyota T. Figgs  
CITY CLERK



#3: Ordinance amending (Ord.#18-70) Establishing the Salaries and Other Fringe Benefits of Appointed Officials

Ordinance amending (Ord. #18-47) Establishing the Salaries and Other Fringe Benefits of Appointed Officials, Supervisory Personnel, and other Full-Time and Part-Time Employees not Covered by a Collective Bargaining Agreement for the City of Calumet City Cook County. Illinois.

(Ord. #19-35)

(Copy on file in City Clerk's Office)

Alderman Patton moved, seconded by Alderman Williams to adopt ordinance#3 as presented, without the necessity of prior posting.

ROLL CALL

YEAS: 5  
NAYS: 0  
ABSENT: 1

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

**MOTION CARRIED**

Res. #4: Resolution of Authorization OSLAD Grant Program

Resolution of Authorization OSLAD Grant Program.  
Authorize Treasurer to remit \$200 to Illinois Department of Natural Resources.

(Res. #19-56)

(See Attachment 6A)

Res. #5: Resolution Authorizing the Entry of IL Housing Dev. Auth. Grant

Resolution Authorizing the Entry of a Program Funding Agreement for The Illinois Housing Development Authority Grant.

(Res. #19-57)

(See Attachment 6B)

Res. #6:Resolution Conveying property 231-153<sup>rd</sup> St.

Resolution Amending Resolution 11-53 Conveyance of Surplus Real Estate in Calumet City, Illinois (231 -153<sup>rd</sup> St.).

(Res. #19-58)

(See Attachment 6C)

Ord. #7: Ordinance Amending Handicapped Parking 1534 Kenilworth

Ordinance Amending Handicapped Parking Ordinance Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois Handicapped Parking by deleting 1534 Kenilworth.

(Ord. #19-36)

(See Attachment 6D)

Motion To Pass Resolutions #4 - #6 And Ordinance #7

Alderman Patton moved, seconded by Alderman Williams to pass/adopt resolution #4 - #6 and adopt ordinance #7 as presented, without the necessity of prior posting.

ROLL CALL

YEAS: 5  
NAYS: 0  
ABSENT: 1

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

**MOTION CARRIED**

**OSLAD Grant Program  
Resolution of Authorization**

**Form OS/DOC-3**

**Applicant (Sponsor) Legal Name:** City of Calumet City

**Project Title:** Cal City: Park Development by the River

The City of Calumet City (Sponsor) hereby certifies and acknowledges that it has the sufficient funds (includes cash and value of donated land) to complete the pending OSLAD project within the timelines specified herein for project execution and that failure to adhere to the specified project timeline or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects:

It is understood that the project must be completed within the timeframe established. The OSLAD timeline is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursement and release DNR from further payment obligations on the grant.

The City of Calumet City (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations: 1) the Open Space Lands Acquisition and Development (OSLAD) program (7 Illinois Code 5025); 2) the Illinois Grant Funds Recovery Act (PL 91-546); 3) the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (PL 91-646); and/or the Illinois Displaced Persons Relocation Act (50 ILCS 50 et seq.) as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.); 5) Title VI of the Civil Rights Act of 1964 (PL 89-352); 6) the Age Discrimination Act of 1975 (PL 94-135); 7) the Civil Rights Restoration Act of 1988 (PL 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion, and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used in perpetuity for public outdoor recreation purposes in accordance with the OSLAD program and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development of the site will commence within 3 years.

BE IT FURTHER PROVIDED that the City of Calumet City (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the City of Calumet City (Sponsor) on the 11th day of July (month), 2019 (year).

Michelle Markiewicz Qualkinbush

Name (printed / typed)

Attested by

Nydia T. Lopez Michelle Markiewicz Qualkinbush

Signature

Date:

July 11, 2019

Mayor, City of Calumet City

Title

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

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**RESOLUTION  
NUMBER: 19-57**

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**A RESOLUTION  
AUTHORIZING THE ENTRY OF A  
PROGRAM FUNDING AGREEMENT  
FOR  
THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY GRANT**

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

**MICHAEL NAVARRETE  
DEANDRE TILLMAN  
RAMONDE D. WILLIAMS  
DEJUAN GARDNER  
JAMES PATTON  
ANTHONY SMITH**

**Aldermen**

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**RESOLUTION**  
**NUMBER: 19-57**

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**A RESOLUTION**  
**AUTHORIZING THE ENTRY OF A**  
**PROGRAM FUNDING AGREEMENT**  
**FOR**  
**THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY GRANT**

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**WHEREAS**, the City Council of the City of Calumet City (“City”), an Illinois Municipal Corporation did meet on met on (July 11, 2019) and adopted the following Resolutions all of which are in accordance with the laws of the State of Illinois:

**WHEREAS**, the Illinois Housing Development Authority (the “Authority”) has issued to the City of Calumet City that certain Conditional Commitment Letter (together with any amendments thereto, the “Commitment”), pursuant to which the Authority has agreed to issue a grant from the Abandoned Residential Property Municipal Relief Program (the “Program”) to the City of Calumet City in an amount not to exceed Seventy Five Thousand and 00/100 Dollars (\$75,000.00) (the “Grant”) and the City of Calumet City will use the Grant funds solely and exclusively for eligible activities in connection with Program and for no other purpose; and

**WHEREAS**, the City Council of the City of Calumet City deems it to be in the best interest of the City to accept the Grant;

**THEREFORE, BE IT RESOLVED**, the City Council of the City of Calumet City hereby authorizes the acceptance of the Grant; and

**FURTHER RESOLVED** that the City of Calumet City is authorized to accept the Commitment and enter into a Program Funding Agreement for the Program (the “Agreement” See Exhibit A attached hereto and made a part hereof) with the Authority wherein the City of Calumet City agrees to perform Program services in return for the Grant; and

**FURTHER RESOLVED** that the City of Calumet City hereby accepts the Grant, agrees to deliver and/or execute the Commitment and the Agreement and any and all other instruments, certifications and agreements as may be necessary or desirable for the City of Calumet City to perform all of its obligations and duties under the Program (including any amendments, other agreements or supplements); and

**FURTHER RESOLVED** that Michelle Markieicz-Qualkinbush, the Mayor of the City of Calumet City, without the necessity or requirement for the signature of another person, is hereby authorized, empowered, and directed to execute on behalf of the City of Calumet City, the Commitment, the Agreement and all other documents and instruments relating to the Grant to be delivered to the Authority in connection with the closing of the Grant and take such further action on behalf of the City of Calumet City as they deem necessary to effectuate the foregoing Resolutions; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Calumet City hereby ratifies, authorizes, confirms and approves any prior action of the City of Calumet City taken in furtherance of the foregoing Resolutions and any and all documents and instruments previously executed on behalf of the City in connection with the Grant.

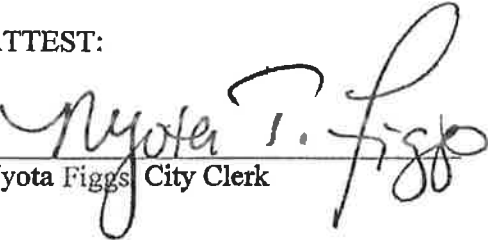
**ADOPTED** by the Mayor and City Council of the Calumet City, Cook County, Illinois, this 11<sup>th</sup> day of July, 2019, pursuant to a roll call as follows:

	YES	NO	ABSENT	ABSTENTION	PRESENT
Navarrete	x				
Tillman	x				
Williams	x				
Gardner	x				
Patton	x				
Smith			x		
Mayor Qualkinbush					
TOTAL	5		1		

**APPROVED** by the Mayor of the City of Calumet City, County of Cook, Illinois, on this 11<sup>th</sup>  
day of July, 2019.

  
Michelle Markiewicz Qatkinbush, Mayor

ATTEST:

  
Nyota Figs City Clerk

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank. <b>City of Calumet City</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Municipal Government</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>204 Pulaski Road</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Calumet City, IL 60409</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
		-		-					
or									
Employer identification number									
3	6	-	6	0	0	5	8	1	3

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>3-17-2019</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.


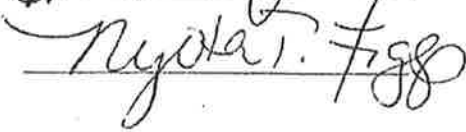
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**OFFICER'S CERTIFICATE AND  
CERTIFICATE OF INCUMBENCY**

This Officer's Certificate and Certificate of Incumbency (this "Certificate") is being furnished to the Illinois Housing Development Authority (the "Authority") in connection with the grant being made by the Authority to City of Calumet City, an Illinois unit of local government the "City" in connection with the Abandoned Residential Property Municipal Relief Program:

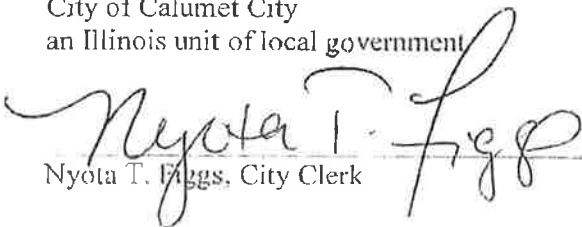
The undersigned herby certifies that:

- (a) The undersigned has full power and authority to execute and deliver this Certificate on behalf of the [City] or [Village];
- (b) Attached hereto as **Exhibit A** is a true, correct and complete copy of the Resolutions duly adopted by the City Council on July 11, 2019 and such Resolutions have not been amended, rescinded or revoked and remain in full force and effect on the date hereof; and
- (c) The following persons have been duly elected to the positions in the [City] or [Village] set opposite their respective names and continue to serve in such positions on the date hereof, and that the signatures opposite their respective names are their genuine signatures:

<u>Name</u>	<u>Position</u>	<u>Signature</u>
<u>Michelle Markiewicz Qualkinbush</u>	MAYOR	
<u>Nyota Figgs</u>	City Clerk	

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 1st day of August, 2019.

City of Calumet City  
an Illinois unit of local government



Nyota T. Figgs, City Clerk





## PROGRAM FUNDING AGREEMENT

This **PROGRAM FUNDING AGREEMENT** (this "Agreement"), made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2019, by and between **CITY OF CALUMET CITY**, an Illinois unit of local government ("Recipient") and the Illinois Housing Development Authority (the "Authority") a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "IHDA Act").

### WITNESSETH:

**WHEREAS**, pursuant to authority under Section 7.31 of the IHDA Act and the rules promulgated thereunder and codified at 47 Ill. Adm. Code 381 (the "Rules"), the Authority may provide Funds to municipalities, counties and land banks in Illinois participating in the Abandoned Residential Property Municipality Relief Program for the maintenance and demolition of abandoned properties; and

**WHEREAS**, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the "Commitment"), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) (the "Funds") and Recipient will use the Funds for Eligible Uses in connection with maintenance and demolition of Abandoned Residential Property within the Recipient's jurisdiction (the "Project") and for no other purpose; and

**WHEREAS**, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement.
2. **Act and Regulations.** The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act and the Rules.

3. **Definitions:**

"Abandoned Property Program" shall mean the Abandoned Residential Property Municipal Relief Program authorized by Section 7.31 of the IHDA Act and the Rules.

"Abandoned Residential Property" shall have the meaning ascribed to it in the Rules.

"Application" shall mean the application for the Funds completed by the Recipient.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

“Closing Date” shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

“Commitment” shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient dated as of May 24, 2019.

“Disbursements” shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

“Effective Date” shall mean August 2, 2019.

“Eligible Uses” shall have the meaning ascribed to it in the Rules.

“Fund Documents” shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

“Quarterly Disbursements” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient’s Quarterly Disbursement Statements.

“Termination Date” shall mean the date which is two (2) years after the Effective Date.

4. **Commencement.** The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No disbursement shall be made under this Agreement after the Termination Date. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within five (5) Business Days after the Termination Date.

5. **Project Requirements.** In connection with the Project, the Recipient shall perform functions that include, but may not be limited to, the following:

- a. Report data-points and financials to Authority, as set forth herein.
- b. Use funds for Eligible Uses as ascribed in Rules.
- c. Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this

Agreement void if this certification is false or if Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

f. Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.

g. Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured.

h. Recipient shall provide ACH deposit instructions for the Bank Account (as defined in **Paragraph 8.f** hereof).

i. Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient's performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, the Authority shall have the right to terminate this Agreement pursuant to **Paragraph 11** hereof.

6. **Additional Covenants.** The Recipient further certifies under oath, covenants and agrees that, to the best of Recipient's knowledge, information and belief to the following:

a. that Recipient is an eligible recipient of the Funds based on Section 381.201 of the Rules;

b. that all properties within the definition of Project as defined herein are Abandoned as defined in Section 381.202 of the Rules;

c. that the wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than the prevailing wage rates ("Prevailing Wages") as provided for under the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

and Recipient shall require that all contractors and subcontractors in connection with the Project require the payment of Prevailing Wages;

d. that Recipient will comply with all federal, state and local laws, including, but not limited to, historical preservation, environmental and lead based paint laws and regulations; and

e. that any and all third-party vendors procured by the Recipient in connection with the Project have been procured within applicable laws and regulations.

7. **Certifications.**

a. That all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement;

b. that the Funds shall be used only for the purposes described in this Agreement;

c. that the award of Funds is conditioned upon the certifications as set forth in this **Paragraph 7.**

8. **Disbursement of Funds.** Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

a. **Quarterly Disbursements.** Within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses (the "Quarterly Disbursement Statement"), as set forth in **Paragraph 8.d** hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) days of the Authority's receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient's performance under the Abandoned Property Program to date and the Recipient's continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

b. **Rejection of Disbursement Statement.** If the Authority rejects the Recipient's Quarterly Disbursement Statement, the Authority shall give its reasons for such rejection in a written notice to Recipient as provided in **Paragraph 20** hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection

notice, or within such further time as the Authority in its sole discretion permits, to cure any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority's satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall have the remedies available to it as set forth in **Paragraph 11** hereof.

c. Disbursement Statements. Each Quarterly Disbursement Statement shall include:

(i) A complete and accurate Abandoned Property Program-Cumulative Accounting of the expenses occurring on or after January 1, 2017 through the end of that respective quarterly reporting period for Eligible Uses incurred by the Recipient on a form supplied by the Authority.

(ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned residential properties served.

(iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

d. Documentation Retention. As set forth in **Paragraph 12** hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Abandoned Property Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Abandoned Property Program are maintained at the address listed for the Recipient in **Paragraph 20** hereof and are available for inspection by the Authority upon the Authority's request.

e. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the "Bank Account"), established at a bank or other financial institution (the "Bank") selected by the Recipient and acceptable to the Authority. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon the Authority's request. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

9. Reporting Requirements. The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date in accordance with Section 381.209 of the Rules. The Recipient's submission of the Quarterly Disbursement Statements as set forth in **Paragraph 8** hereof will be sufficient to meet the reporting requirements under this **Paragraph 9**.

10. **Additional Covenants - Non-Discrimination.**

a. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.

b. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, state and local law relative to non-discrimination.

c. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination. The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill. Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

d. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to IHDA Act, the Rules, and the Abandoned Property Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

11. **Violation of Agreement.** Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in **Paragraph 20** hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;

- b. Terminate this Agreement; and
- c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies.

Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in **Paragraph 8** hereof.

**12. Monitoring of Project.** The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the "Auditor") shall have the right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient to inspect the books and records of the Recipient relating to the Project completed during the Project. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the municipality's or county's Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in Section 381.203 of the Rules; and any other documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this **Paragraph 12** shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

**13. Indemnification of the Authority.** Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this **Paragraph 13** shall survive the provision of the Funds.

**14. Drug-Free Workplace.** If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Recipient's Drug Free Workplace



Certification (form of which is attached hereto as **Exhibit A**) is made a part of this Agreement.

15. **Amendment of Agreement.** This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

16. **Partial Invalidity.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

17. **Binding on Successors.** This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.

18. **Gender.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

19. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

20. **Notices.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: Legal Department

If to Recipient:

City of Calumet City  
204 Pulaski Road  
Calumet City, Illinois 60409  
Attention: The Honorable Michelle Markiewicz Qualkinbush

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 20**. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any

notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.

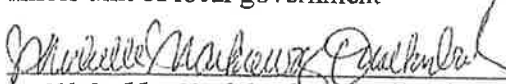
21. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

*[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

**RECIPIENT:**

**CITY OF CALUMET CITY,**  
an Illinois unit of local government

By:   
Name: Michelle Markiewicz Qualkinbush  
Title: Mayor

**ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit A: Drug-Free Work Place Certification

EXHIBIT A

**DRUG FREE WORK PLACE CERTIFICATE**

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Recipient or contractor shall receive a Funds or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Recipient or contractor has certified to the State that the Recipient or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or Funds payments, termination of the contract or Funds and debarment from contracting or Funds opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Recipient" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Funds, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or Funds of \$5,000 or more from the State.

The contractor/Recipient certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Recipient's or contractor's workplace;
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - (3) Notifying the employees that, as a condition of employment on such contract or Funds, the employee will:
    - A. abide by the terms of the statement; and
    - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Recipient's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs;  
and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

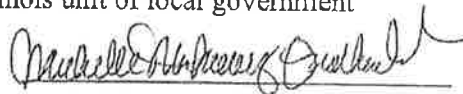
(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.**

**CITY OF CALUMET CITY,**  
an Illinois unit of local government

By:



Name: Michelle Markiewicz Qualkinbush

Title:

Mayor

## PROGRAM FUNDING AGREEMENT

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**WHEREAS**, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

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“Effective Date” shall mean August 2, 2019.

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- b. Use funds for Eligible Uses as ascribed in Rules.
- c. Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this

Agreement void if this certification is false or if Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

f. Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.

g. Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured.

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The Authority reserves the right to assess the Recipient's performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, the Authority shall have the right to terminate this Agreement pursuant to **Paragraph 11** hereof.

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b. that all properties within the definition of Project as defined herein are Abandoned as defined in Section 381.202 of the Rules;

c. that the wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than the prevailing wage rates ("Prevailing Wages") as provided for under the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

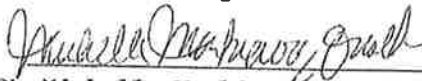


- (3) any available drug counseling, rehabilitation, and employee assistance programs;  
and
- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.**

**CITY OF CALUMET CITY,**  
an Illinois unit of local government

By:



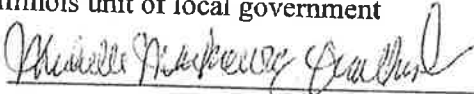
Name: Michelle Markiewicz Qualkinbush

Title: Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

**RECIPIENT:**

**CITY OF CALUMET CITY,**  
an Illinois unit of local government

By:   
Name: Michelle Markiewicz Qualkinbush  
Title: Mayor

**ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit A: Drug-Free Work Place Certification



**ILLINOIS HOUSING  
DEVELOPMENT AUTHORITY**  
WWW.IHDA.ORG

111 E. Wacker Drive  
Suite 1000  
Chicago, IL 60601  
312 436 5200

## Automated Clearing House (ACH) Bank Credit Authorization Community Affairs

DATE: 08/02/2019

TO: Illinois Housing Development Authority (IHDA)

RE: Automated Clearinghouse (ACH) Bank **Credit** Authorization

PROGRAM: IHDA-APP

**To Be Completed by Grantee:**

(Grantee Name) MUNICIPALITY OF CALUMET CITY

has established an account

(Bank Name) 5/3 Bank

for the above - referenced Program.

Bank State: Illinois

ABA Routing Number: 071923909

Account Name: Clearing Account

Bank Account Number: 805025362

Account Type (C=Checking S=Savings) C

The Illinois Housing Development Authority is to electronically deposit funds into the above referenced bank account.

PID No.: 51582

Grantee Authorized Signature: *Gerald A. Tarka*

Name and Title: Gerald A. Tarka, Treasurer

By signing, I certify that the information provided is correct and true to the best of my knowledge.

**To Be Completed by Bank:**

Bank Authorized Signature: *M. Coleman*

Name and Title: MOHAMMED COLEMAN - VICE PRESIDENT

By signing, I certify that the information provided is correct and true to the best of my knowledge.

**For IHDA Internal Purposes:**

Template ID No. \_\_\_\_\_

PID No. \_\_\_\_\_

Res. # 19-58

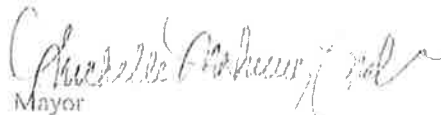
**RESOLUTION**

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

1. That Resolution No. 11-53 which approved the conveyance of surplus real estate pursuant to Section 18-36 of the Calumet City Code, is hereby amended so as to add an additional parcel, to-wit:  
  
30-08-328-007-0000, 233 153<sup>rd</sup> Street, 25' residential, vacant  
  
Requested by Angelica Marquez Ruiz of 231 153<sup>rd</sup> Street, Calumet City, IL.
2. Resolution No. 11-53 in all other respects remains in full force and effect and is not modified by this Resolution.

PASSED this 11<sup>th</sup> day of July, 2019.

**APPROVED:**

  
Mayor

**ATTEST:**

  
Clerk

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

**ORDINANCE**  
NUMBER 19-36

**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**

**MIKE NAVARRETE**  
**MAGDALENA J. LENI WOSZYNSKI**  
**DEANDRE TILLMAN**  
**RAMONDE WILLIAMS**  
**DEJUAN GARDNER**  
**NICK MANOUSOPOULOS**  
**ANTHONY SMITH**  
**Aldermen**

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

**ORDINANCE NO.: 19-36**

**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:

1534 Kenilworth

**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  
 11 day of July 2019, pursuant to a roll call vote, as follows:

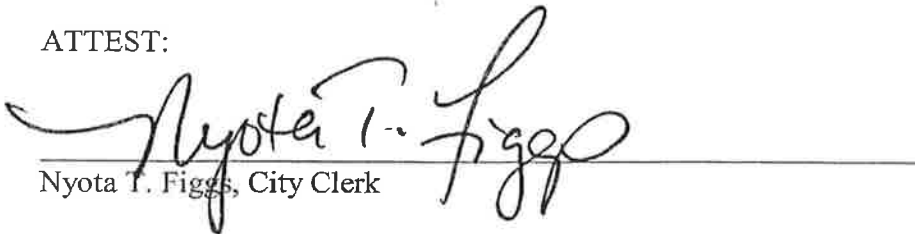
	YES	NO	ABSENT	PRESENT
Navarrete	x			
Tillman	x			
Williams	x			
Gardner	x			
Manousopoulos	x			
Smith			x	
(Mayor Qualkinbush)				
<b>TOTAL</b>	5		1	

**APPROVED** by the Mayor of the City of Calumet City, Cook County, Illinois on this 11  
 day of July 2019.



Michelle Markiewicz Qualkinbush, Mayor

ATTEST:



Nyota T. Figgs, City Clerk

**FINANCIAL MATTERS**

#1: Approve Buyback for Dave Vargas due to retirement

Approve Buyback for Dave Vargas due to retirement from the City of Calumet City; authorize the City Treasurer to remit payment in the amount stated in the communication from account # 01069-51118.

#2: Approve Buyback for Mark Rakich due to retirement

Approve Buyback for Mark Rakich due to retirement from the City of Calumet City; authorize the City Treasurer to remit payment in the amount stated in the communication from the following accounts # 01060-51175, 01060-51952, and 01060-51950.

#3: Pass a Resolution to Approve the State Street Corridor Study with Teska

Pass a Resolution to Approve the State Street Corridor Study with Teska Associates in the amount not to exceed \$25,600.00; direct the City Treasurer to remit payment and charge to account #01085-523430, professional services. (Amend to reflect pass resolution to approve agreement).

(Res. #19-59)

(See Attachment 7A)

#4: Approve bill listing

Approve bill listing (\$929,897.47).

#5: Approve payroll

Approve payroll (\$821,257.04).

Approve financial items  
And pass resolution

Alderman Patton moved, seconded by Alderman Gardner, to approve financial items #1 thru #7 as amended #3 to reflect pass a resolution to approve State Street Corridor Study Agreement with Teska.

**ROLL CALL**

YEAS: 6  
NAYS: 0  
ABSENT: 0

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

**MOTION CARRIED**



**RESOLUTION NO. 19-59**

**A RESOLUTION APPROVING AND AUTHORIZING THE ENTRY OF AN AGREEMENT  
FOR CONSULTANT SERVICES WITH TESKA ASSOCIATES, INC.**

WHEREAS, the City of Calumet City (the "CITY") has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

WHEREAS, The City plans to enter into a contract with Teska Associate, Inc (TESKA), for consultant services to prepare a corridor plan for the City referred to as The State Street Corridor Plan, in accordance with the terms of the Agreement attached hereto as **Exhibit A**;

WHEREAS, the appropriate city officials have considered and reviewed the Agreement attached as Exhibit A and find the same to be in the best interests of the City;

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

**SECTION 1: AGREEMENT FOR AND TERMS AUTHORIZED**

The terms and conditions as shown in the contract, attached as Exhibit A, to this Resolution are hereby approved.

**SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT**

The City Council further authorizes the Mayor or her designee and the City Clerk to execute the Agreement and any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonable required by the City to carry out, give effect to, and consummate the intent of this Resolution.

**SECTION 3: EFFECTIVE DATE**

This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, this 11<sup>th</sup> Day of July, 2019.

APPROVED this 11<sup>th</sup> day of July, 2019.

ATTEST:

  
Nyota T. Figgs, City Clerk

  
Michelle Markiewicz Qualkinbush, Mayor

AGREEMENT BETWEEN  
THE CITY OF CALUMET CITY  
AND  
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this 11th day of JULY, 2019 by and between THE CITY OF CALUMET CITY, a MUNICIPALITY with offices at 204 PULASKI ROAD, CALUMET CITY, IL 60409, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with THE STATE STREET CORRIDOR PLAN for THE CITY OF CALUMET CITY, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates MICHELLE MARKIEWICZ-QUALKINBUSH in her official capacity as Mayor to sign and execute all documents and agreements and she hereby delegates JOSEPH WISZOWATY, Director of Community and Economic Development and/or WILLIAM MURRAY, City

Administrator act as its representative with respect to the work to be performed under this Agreement, and such individuals shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign JODI MARIANO, PRINCIPAL with respect to the work to be performed under this agreement.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly-related expenses such as travel (including use of automobiles at \$0.545 per mile, tolls, reproduction, subcontractors, etc.). The billing rates for professional staff are:

JODI MARIANO	\$150/hour
Other Principals	\$150 -- \$190/hour
Senior Associates	\$115 - \$125/hour
Associates	\$100 -- \$110/hour
Clerical/Technical	\$60/hour

Based upon the Scope of Services in Attachment A, the maximum compensation for this project will not exceed \$25,600. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly.

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through JULY 2020.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of

competent jurisdiction in the State of Illinois.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

All changes which increase the overall-contract price must be approved by the CLIENT, by and through the City Council before such changes will be authorized.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability coverage, and shall provide the CLIENT with a copy of a Certificate of Insurance in the following minimum amounts:


Commercial General Liability

General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:  
TESKA ASSOCIATES, INC.

CLIENT:  
CITY OF CALUMET CITY

BY:   
JODI MARIANO  
PRINCIPAL

BY:   
MICHELLE MARKIEWICZ-QUALKINBUSH

Date: July 11, 2019

Date:   
July 11, 2019

## ATTACHMENT A

### STATE STREET CORRIDOR

#### SCOPE OF SERVICES

**Project Area:** The project area is defined by the State Street public right of way and properties immediately abutting the roadway between I-94 to the west and the Indiana/Illinois state line to the east.



#### PROJECT TASKS

##### 1| CORRIDOR ANALYSIS

**1.1 Base map.** Based on GIS data Teska currently maintains on file, we will produce an illustrative base map for use throughout the duration of the project. At a minimum, the base map will address the roadway, adjacent parcel lines, corridor characteristics, above ground utilities, mature vegetation, pedestrian walks and community destinations. The base map will be prepared to scale and will become the basis upon which the design work will be prepared.

**1.2 Site review and documentation.** Teska will conduct a site visit to photodocument and measure key features of the corridor. City staff and invited guests are welcome to attend the site review if desired. The base map will be enhanced with key features as required.

##### 2| CORRIDOR PLAN DEVELOPMENT

**2.1 Preliminary/Final Corridor Plan.** Based on the data and inputs gathered above, Teska will produce corridor plan materials. The corridor plan materials will be prepared at the preliminary and final levels and will include the following maps and exhibits:

-6-

1

-7A-

- *Issues and Opportunities Map* – Illustrative map with corridor issues and opportunities identified. Items to be identified may include, but are not limited to: community destinations, pedestrian/bike connectivity, key views, critical vegetation, gateway opportunities, landscape opportunities.
- *Parcel Exhibit* – illustrative map with adjacent parcels identified. The purpose of this map would be to identify parcels that may be impacted by potential roadway modifications.
- *Typical Section Drawings* – illustrative section drawings that depict existing and proposed roadway enhancements. Proposed roadway enhancements may include, but are not limited to: sidewalks, bike facilities, landscaping, signage and lighting.
- *Gateway and Wayfinding Signage Exhibit* – conceptual elevation drawings that depict signage features. The purpose of gateway and wayfinding signs is to announce the entrance to Calumet City and direct motorists to community destinations. Signage features may be treated as an expression of the community's character and identity.
- *Products and Materials Exhibit* – illustrative photo exhibit that depicts the various products, materials and plantings proposed to enhance the corridor.

**2.2 Draft / Final Corridor Plan Report.** Based on inputs gathered above, Teska will prepare a Corridor Plan Report for staff review and comment. The report will be provided at the draft level for review comments. The draft will be submitted for staff and Council review.

### 3 | MEETINGS

**3.1 Staff Meeting #1.** The Teska team will meet with City staff and their invited guests. The purpose of this meeting will be to review the project scope and define project goals. During the kickoff meeting, the group will participate in a guided mapping activity to define issues and opportunities noted by staff.

**3.2 Staff Meetings #2 & #3.** Meet with City staff and their invited guests to review the Corridor Plans at the preliminary and final levels. Inputs will be gathered, and revisions made towards producing a corridor plan that matches City expectations.

**3.3 Council Meeting.** Teska will attend a Council meeting to review and discuss the Draft Corridor Plan Report. Inputs will be gathered, and revisions will be made towards finalizing the Final Corridor Plan Report.

### END OF SCOPE OF SERVICES

*Upon completion of this scope, Teska is available to remain involved to assist with final design development for select projects.*

### PROFESSIONAL FEES

*Anticipated professional fees to provide the above scope items including travel reimbursables is \$25,600.*

-7-

-7A-





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Of Illinois, LLC. Four Westbrook Corporate Center Suite 500 Westchester IL 60154		<b>CONTACT NAME:</b> Small Business SBU <b>PHONE (A/C No. Ext):</b> (847) 679-7350 <b>FAX (A/C No.):</b> (847) 679-7361 <b>EMAIL ADDRESS:</b>	
<b>INSURED</b> TESKA ASSOCIATES, INC. 627 GROVE ST EVANSTON IL 60201-4474		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Selective insurance co of Southeast	<b>NAIC #</b> 39926
		<b>INSURER B:</b> Trumbull Insurance Company	27120
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 2018-19**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR TYPE	TYPE OF INSURANCE	ADDL INSD	ADDITIONAL COV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCUP <input checked="" type="checkbox"/> XCO included						2,000,000 500,000 10,000 2,000,000 4,000,000 2,000,000
A	AUTOMOBILE LIABILITY						1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB						1,000,000 1,000,000
B	WORKERS COMPENSATION AND FAMILIAL DISABILITY						1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VE ICLES [ACORD 103 Additional Remarks Sub-block, only be attached if more space is required]

<b>CERTIFICATE HOLDER</b> City of Calumet City 204 Pulaski Road Calumet City, IL 60409	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>R. Luke Cummings</i>
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ACORD 25 (2014/01)  
INS025 (2014/01)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

PRODUCT	LIABILITY
FORM	2010
CLASS	1000
NAIC #	80100

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. WITHOUT ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL INSRD	SUBK WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			DOES NOT APPLY			BODILY INJURY AND PROPERTY DAMAGE PRODUCTS AND COMPLETED OPERATIONS AUTOMOBILE LIABILITY UMBRELLA EXCESS LIABILITY WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
				DOES NOT APPLY			
				DOES NOT APPLY			
				DOES NOT APPLY			
				DOES NOT APPLY			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

AUTHORIZED REPRESENTATIVE

**UNFINISHED BUSINESS**

3<sup>rd</sup> Ward Phone Down

Alderman Tillman informed the residents his phone was down. However, he did receive the residents' messages. He will return calls to address issues.

Speed Bump Concerns

Alderman Williams informed residents he received calls regarding speed bump issues. He will be speaking with Public Works, please be patient while work is in progress.

Happy Anniversary Mayor

Alderman Patton wished the Mayor and her Mr. Qualkinbush a Happy Anniversary, celebrating 27 years of marriage.

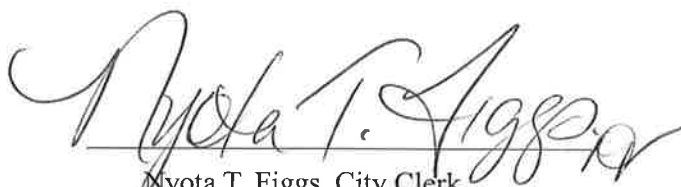
Speed Bump Concerns

Mayor Michelle encouraged residents to slow down while driving through Calumet City, while addressing speed bump/hump issues.

**ADJOURNMENT**

Adjournment was at 7:54 p.m. on a motion made by Alderman Patton and seconded by Alderman Gardner.

**MOTION CARRIED**



Nyota T. Figgs, City Clerk

/dv