

JOURNAL OF PROCEEDINGS

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

MAY 14, 2020

Public Comment

None

Pledge Of Allegiance

The City Council of the City of Calumet City met via teleconference at 3:30 p.m. in a regular meeting on May 14, 2020 with Mayor Michelle Markiewicz Qualkinbush, present and presiding.

ROLL CALL

PRESENT: 7 ALDERMAN: Navarrete, Swibes, Tillman, Williams, Smith, Gardner (3:32 p.m.),
Patton (3:33 p.m.).

ABSENT: 0 ALDERMAN: None

Also present was City Clerk Figgs, City Attorney Burt Odelson, Police Chief Fletcher, Fire Chief Bachert, Economic Director Joe Wiszowaty, Street, Alley, Water & Sewer Comm. B. Manousopoulos, City Accountant John Kasperek, City Treasurer Gerald Tarka, Housing Director Anthony Tyler, Health Commissioner Debbie Sellers, Mayor's Assistant Rose Bonato, Deputy Clerk Danielle Smith, and City Administrator William Murray.

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

Approval of Minutes

Alderman Patton moved, seconded by Alderman Swibes, to approve the minutes of 4/6/2020 Special Meeting and 4/9/2020 Regular Meeting as presented.

MOTION CARRIED

NEW BUSINESS

Various Action Items

Approve the installation of a resident parking sign.

Approve the installation of a resident parking sign in front of 344 157th St.

Approve the installation of temporary speed bumps.

Approve the installation of temporary speed bumps at the locations listed in the communication.

(See Attachment 1A)

Alderman Gardner moved, seconded by Alderman Patton, to approve the various action items and place on file.

MOTION CARRIED

Discussion

There was a brief discussion regarding the time line for installation of speed bumps.

Temporary Speed Bump Placement:

1200-1400 Imperial Ave
1200-1400 Arthur Ave.
1200- 1400 Superior Av.
1200-1400 River Drive
1200-1400 Woodview Ave.
1200-1400 Greenbay Ave.
1200-1400 Buffalo Ave.
1200-1400 Balmoral Ave.
1200-1400 Mackinaw
158th between Paxton Ave, and Greenwood
163rd between Arthur and Superior
161st, 162nd, and 163rd Arthur St.
161st, 162nd, and 163rd Imperial Ave.
161st, 162nd, and 163rd Superior
161st, 162nd, and 163rd Mackinaw Ave.
161st, 162nd, and 163rd Greenbay Ave.
200 157th St.
100 157th St.
100 156th Pl.
400 155th Pl.
Clyde between State St. and Stewart Ave.
Harding between a random and Oglesby
300 Clyde Ave.
500-600 Hoxie Ave.
700 Superior
100 Webb Ave.
Stanley Blvd. between Forest Pl. and Freeland Blvd.
Freeland Ave. between 161st St. and 163rd St.
Hirsch Ave. between 161st and 163rd St.

BUILDING PERMITS

NEW GARAGE CONSTRUCTION

657 Muskegon 2nd Ward
1319 Memorial Dr. 2nd Ward

Approve Permits

Alderman Swibes moved, seconded by Alderman Gardner, to approve the building permits as presented.

MOTION CARRIED

RESOLUTIONS AND ORDINANCES

#1: Resolution For Maintenance Under Illinois Highway Code Appropriating \$592,000 Of Motor Fuel Tax Funds For 5/1/2020 to 4/30/2021.

Resolution For General Maintenance Under Illinois Highway Code Appropriating \$592,000 Of Motor Fuel Tax Funds For 5/1/2020 to 4/30/2021.

(Res. #20-14)

(See attached page 2A)

#2: Resolution Of The City Of Calumet City, Cook County, Illinois Supporting The City Of Calumet City's Application For Cook County Class 8 Real Estate Tax Assessment Classification For The Property Located At 1717 East West Road, Calumet City, Illinois.

Resolution Of The City Of Calumet City, Cook County, Illinois Supporting The City Of Calumet City's Application For Cook County Class 8 Real Estate Tax Assessment Classification For The Property Located At 1717 East West Road, Calumet City, Illinois.

(Res. #20-15)

(See attached page 2B)

#3: Resolution To Adopt An Early Retirement Incentive (June 30, 2020 Through July 31, 2021).

Resolution To Adopt An Early Retirement Incentive (June 30, 2020 Through July 31, 2021).

(Res. #20-16)

(See attached page 2C)

#4: Resolution For Employer Pickup (payment) Of Member Contributions Required For Purchase Of Service Under the IMRF Early Retirement Incentive (If Members Retire By July 31, 2020).

Resolution For Employer Pickup (payment) Of Member Contributions Required For Purchase Of Service Under the IMRF Early Retirement Incentive (If Members Retire By July 31, 2020)

(Res. #20-17)

(See attached page 2D)

#5: Resolution To Adopt An IMRF Benefit Protection Leave For All Affected Members.

Resolution To Adopt An IMRF Benefit Protection Leave For All Affected Members.

(Res. #20-18)

(See attached page 2E)



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number: 20-14, Resolution Type: Original, Section Number: 21-00000-00-GM

BE IT RESOLVED, by the Council of the City of Calumet City, Illinois that there is hereby appropriated the sum of \$592,000.00

Five-Hundred-Ninety Two Thousand & Zero Cents Dollars (\$0.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/20 to 04/30/21

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Calumet City shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Nyota T. Figgs, Clerk in and for said City of Calumet City in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Calumet City at a meeting held on 05/14/20

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14th day of May, 2020

(SEAL)

Clerk Signature: Nyota T. Figgs, APPROVED

Regional Engineer Department of Transportation, Date

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

Three (3) certified signed originals must be submitted to the Regional Engineer's District office.

Following IDOT's approval, distribution will be as follows:



Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section Number	Maintenance Period	
City of Calumet City	Cook	21-00000-00-GM	Beginning	Ending
			05/01/20	04/30/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Traffic Signal Maintenance	IIB	Yes	Contract Maintenance Sec. 21-00000-00-GM	LS	1	19,740	\$19.00	\$0.00
	I	No	Emergency Repairs	LS	1	75,000	\$75.00	\$0.00
2. Street Light Maintenance	IIB	Yes	Contract Maintenance Sec. 21-00000-00-GM	LS	1	\$0.00	\$0.00	\$0.00
	I	No	Emergency Repairs	LS	1	75,000	\$75.00	\$0.00
3. Emergency Street Repair	I	No	HMA Cold Patch	Ton	1,000	\$15.00	\$15,000.00	\$0.00
4. Snow/Ice Control	III	No	Material Rock Salt	Ton	3,000	\$75.00	\$225,000.00	\$0.00
5. Sidewalk & Concrete R & R	IV	Yes	Contract Maintenance Sec. 21-00000-00-GM	LS	1	80,000	\$80.00	\$0.00
6. Street/Alley Patching	IV	Yes	Material Contract Material Stone	LS	1	50,000	\$50.00	\$0.00
Total Operation Cost								\$0.00

Add Row

Estimate of Maintenance Costs Summary

	MFT Funds	Other Funds	Estimated Costs
Maintenance			
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)	\$0.00		\$0.00
Materials/Deliver & Install/Request for Quotations (Bid Items)	\$0.00		\$0.00
Formal Contract (Bid Items)	\$0.00		\$0.00
Maintenance Total	\$0.00		\$0.00

Estimated Maintenance Eng Costs Summary

	MFT Funds	Other Funds	Total Est Costs
Maintenance Engineering	\$0.00		\$0.00
Material Testing	\$0.00		\$0.00
Advertising			
Bridge Inspection Engineering			
Maintenance Engineering Total	\$0.00		\$0.00
Total Estimated Maintenance	\$0.00		\$0.00

Remarks

Estimate of Maintenance Costs

Submittal Type

Road District

County

Section

Maintenance Period
Beginning

Ending

SUBMITTED

Local Public Agency Official

Date

Title

APPROVED

County Engineer/Superintendent of Highways

Date

Regional Engineer
Department of Transportation

Date

Instructions for BLR 14222

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/ acceptance/request for quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance	From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted.
Submittal	Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.
Local Public Agency	Insert the name of the Local Public Agency.
County	Insert the County in which the Local Public Agency is located.
Maintenance Period Beginning	Insert the beginning date of the maintenance period.
Ending	Insert the ending date of the maintenance period.
Section	Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".
Maintenance Operations	List each maintenance operation separately
Maintenance Engineering Category	From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04 Maintenance Engineering Categories are:
Category I	Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.
Category II-A	Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/ resolution.
Category II-B	Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/ resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category IV

Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a contract proposal.

The instructions listed below only apply to the maintenance estimate of cost.

Insp Req From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/
Point of Delivery or Work Performed
by an Outside Contractor List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit Insert the unit of measure for the material listed to the left, if applicable

Quantity Insert the quantity of material for the material listed to the left, if applicable.

Unit Cost Insert the unit cost of the material listed to the left, if applicable.

Cost No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Under each item listed below, list the amount to of estimated MFT funds to be expended and other funds, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install,
Request for Quotations (Bid Items) Insert the total amount estimated to be expended on materials/ deliver and install proposals and/or Request for Quotations. This will be for items required to be bid.

Formal Contracts Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost This is a calculated field, no entry is necessary. This is the sum of all items expended on this operation.

Total Maintenance Cost This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary Under each item listed below, list under the funding type what the estimated amount to be expended is.

Maintenance Engineering Fee Insert the dollar amount of funds estimated to be expended for maintenance engineering.

Advertising Costs	Insert the dollar amount of funds estimated to be expended on advertising costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds estimated to be expended on bridge inspection costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Totals:	This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maint Eng Category	From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.
LPA Labor	For the operation listed to the left insert the amount expended for LPA labor, if applicable.
LPA Equipment Rental	For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.
Materials/Contracts (Non-Bid)	For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.
Materials/Deliver & Install, Request for Quotations (Bid Items)	For the operation listed to the left insert the amount expended using a bidding process for materials, deliver & install and/or request for quotations, if applicable.
Formal Contract	For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.
Total Operation Cost	This is a calculated field, it will sum the amounts expended for the operation listed to the left.
Operation Engineering Inspection Fee	For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.
Total Maintenance	This is a calculated field, no entry necessary. It is the sum of all maintenance operations.
Maintenance Engineering Cost Summary Preliminary Engineering Fee	Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.
Engineering Inspection Fee	This is a calculated field, no entry is necessary. This is the sum of all amounts listed under the field "Operation Engineering Inspection Fee".
Material Testing Costs	Insert the dollar amount of funds spent on material testing costs, if applicable.
Advertising Costs	Insert the dollar amount of funds spent on advertising costs, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds spent on bridge inspection costs, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Total Maintenance Program Costs	These are calculated fields, no entry is necessary. The maintenance column is the amount from the Total Maintenance Cost listed above. The maintenance engineering is from the amount listed to the left under the Maintenance Engineering Cost Summary.
Contributions, Refunds, Paid with Other Funds	Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax Portion These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with funds other than MFT funds.

Total Motor Fuel Tax Funds Authorized Insert the total amount of MFT funds authorized for maintenance under the maintenance column, and the total amount of MFT funds authorized for maintenance engineering under the Maint. Engineering column.

Surplus/Deficit These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds authorized minus the Total Motor Fuel Tax portion. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met, you must contact your District office for guidance.

Certification Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Consultant or County Engineer)
- District File



Maintenance Engineering to be Performed by a Consulting Engineer



Local Public Agency: County: Section Number:

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14221 or BLR 14231), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee > \$20,000 Base Fee = \$1,250.00

PLUS					
Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	0%	1%	0%	No
IIB	3%	0%	3%	0%	Yes
III	4%	0%	4%	0%	No
IV	5%	0%	6%	0%	Yes

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY: Local Public Agency Signature Date
 Title

BY: Consulting Engineer Signature Date
 Title
 P.E. Seal Date

Approved: Regional Engineer, IDOT Date

Instructions for BLR 05520

This form shall be used by a Local Public Agency (LPA) to establish an agreement with a licensed professional engineer to provide engineering services for maintenance work funded in whole or in part with MFT funds.

For more information, see Chapter 5 of the Bureau of Local Roads and Street Manual (BLRS Manual).

For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

- Local Public Agency Insert the name of the LPA
- County Insert the name of the county in which the LPA is located.
- Section Number Insert the section number assigned to this project.
- Schedule of Fees If the total of maintenance operations from BLR 14221 or BLR 14231 is less than \$20,000 then check the box for less than \$20,000 and insert the amount of base fee being charged by the consultant - this cannot exceed \$1,250.00. If the maintenance operations are equal to or greater than \$20,000 the base fee will be \$1,250.00 so that box should be checked. **ONLY ONE BASE FEE IS ALLOWED PER MAINTENANCE PERIOD.**
- Plus For each maintenance engineering category, there is an acceptable fee listed for preliminary engineering and engineering inspection. The acceptable fee % is the maximum that can be charged for the maintenance engineering category. Under negotiated fee % an amount needs to be inserted for the amount being charged by the consultant. The negotiated fee % cannot exceed the amount listed in the acceptable fee. For maintenance category IIA, only items that require inspection will be allowed to be charged for engineering inspection. Under operation to be inspected list the maintenance operation number from the estimate of cost which applies to the maintenance category.
- Local Public Agency Signature The LPA official will sign and date here, and insert their title.
- Consulting Engineer Signature The consulting engineer will sign and date here, and insert their title along with their PE seal and license expiration date.
- IDOT Signature Upon approval the IDOT regional engineer will sign and date here.
- A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office. Following the IDOT's approval, distribution will be as follows:**
- Local Public Agency Clerk
 - District
 - Engineer (Municipal, Consultant, County)

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

**RESOLUTION
NUMBER 20-15**

**A RESOLUTION OF
THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS
SUPPORTING THE CITY OF CALUMET CITY'S APPLICATION FOR
COOK COUNTY CLASS 8 REAL ESTATE TAX ASSESSMENT
CLASSIFICATION FOR THE PROPERTY LOCATED AT
1717 EAST WEST ROAD, CALUMET CITY, ILLINOIS**

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

**DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
MARY E. SWIBES
DEANDRE TILLMAN
RAMONDE WILLIAMS**

Aldermen

**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 5/14/2020
ODELSON, STERK, MURPHEY, FRAZIER, MCGRATH, LTD**

RESOLUTION NO. 20-15

**A RESOLUTION OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS
SUPPORTING THE CITY OF CALUMET CITY'S APPLICATION FOR COOK COUNTY CLASS 8
REAL ESTATE TAX ASSESSMENT CLASSIFICATION
FOR THE PROPERTY LOCATED AT
1717 EAST WEST ROAD, CALUMET CITY, ILLINOIS**

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 tax assessment incentive classifications 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, the City of Calumet City is the lessee for a certain parcel of property commonly known as 1717 East West Road, Calumet City, Illinois, identified by a certain permanent index number 29-24-200-069-0000 and hereafter legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, the City is the Applicant, has provided the economic disclosure statement and has a lease on said property with the South Suburban Land Bank, which Property has been vacant for over 24 months and qualifies for Class 8 consideration; and

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

WHEREAS, the adoption of a Resolution by the Corporate Authorities is required and must be filed by the City with its application to the County of Cook in order for the Property to receive a Class 8 Tax Assessment Classification which is necessary for future development opportunities; and

WHEREAS, the City proposes the future economic development and whose economic viability is dependent on the Class 8 Tax Assessment Classification of the Property; and

WHEREAS, the Corporate Authorities find that the redevelopment contemplated for the Property will promote commercial growth, create new employment opportunities within the City and will expand and further diversify the tax base of the City and that without a Class 8 Tax Assessment Classification for the Property it will remain vacant, abandoned and exasperate blight in the area surrounding the Property; and

WHEREAS, to ensure the viability of the in-door facility, the establishment of numerous employment positions in the City, and to increase the tax base of the City, the Corporate Authorities have determined that it is necessary and in the best interest of the City to approve 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 economic viability of the Property is necessary and appropriate for the community and that without a Class 8 Tax Assessment Classification, the Property would not be utilized and cause continued 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 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 Application by the City as the Applicant for 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 hereof shall not affect any other provision of this Resolution.

Section 6: All ordinances, resolutions, options or orders in conflict with this Resolution area 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.

Regular City Council Mtg. May 14,2020 -2B-

(Intentionally left blank)

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

this 14th day of May, 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
GARDNER	X			
NAVARRETE	X			
PATTON	X			
SMITH	X			
SWIBES	X			
TILLMAN	X			
WILLIAMS	X			
(MAYOR QUALKINBUSH)				

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of

May, 2020.


Michelle Markiewicz Qualkinbush
Mayor

ATTEST:

Nyota T. Figgs, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 6 IN OAKVIEW SHOPPING CENTER SUBDIVISION BEING PART OF THE NORTHWEST 1/4 OF SECTION 24 AND PART OF THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

29-24-200-069-0000



**SUGGESTED FORM OF RESOLUTION TO
ADOPT EARLY RETIREMENT INCENTIVE
IMRF Form 6.77 (Rev. 04/2015)**

PLEASE ENTER
Employer IMRF I.D. Number

See next page for additional ERI Information.

RESOLUTION Number Res.# 20-16

WHEREAS, Section 7-141.1 of the Illinois Pension Code provides that a participating employer may elect to adopt an early retirement incentive program offered by the Illinois Municipal Retirement Fund by adopting a resolution or ordinance; and

WHEREAS, the goal of adopting an early retirement program is to realize a substantial savings in personnel costs by offering early retirement incentives to employees who have accumulated many years of service credit; and

WHEREAS, IMRF has prepared an actuarial estimate of the cost of an early retirement incentive program for City of Calumet City and the additional liability created by the early retirement incentive

is estimated to be \$ 3,363,659.06 ; and the 10-year amortization cost is estimated to be \$ 4,743,858.00 .

WHEREAS, the City Council BOARD, COUNCIL, ETC. has reviewed the cost estimate and determined that the adoption of an early retirement incentive is in the best interests of the City of Calumet City ; therefore be it

RESOLVED by the City Council BOARD, COUNCIL, ETC. of the City of Calumet City EMPLOYER NAME that:

(1) City of Calumet City EMPLOYER NAME The City of Calumet City EMPLOYER NAME does hereby adopt the Illinois Municipal Retirement Fund

early retirement incentive program as provided in Section 7-141.1 of the Illinois Pension Code. The early retirement incentive program shall take effect on June 30, 2020

(2) In order to help achieve a true cost savings, an employee who retires under the early retirement incentive program shall lose those incentives if he or she later accepts employment with any IMRF employer in any position. (Exception: employee can hold an elected position if he/she chooses to not participate in IMRF and the pension is not based on any service earned in that position during any term of office.)

(3) City of Calumet City EMPLOYER NAME In order to utilize an early retirement incentive as a budgeting tool, the City of Calumet City EMPLOYER NAME

will use its best efforts either to limit the number of retiring employees replaced or to limit the salaries paid to the replacement employees.

(4) The effective date of each employee's retirement under this early retirement incentive program shall be set by and shall be no earlier than the effective date of the program and no later than one year after

that effective date; except that the employee may require that the retirement date set by the employer be no later than the June 30 next occurring after the effective date of the program and no earlier than the date upon which the employee qualifies for retirement.

(5) To be eligible for the early retirement incentive under this Section, the employee must have attained age 50 and have at least 20 years of creditable service by his or her retirement date; and

(6) City Council BOARD, COUNCIL, ETC. is () is not () aware of the pending dissolution of the City of Calumet City EMPLOYER NAME.

(Note: Failure to disclose a potential dissolution shall void this Resolution. If the Board, Council, etc. is aware of the pending dissolution of the IMRF employer, then the successor unit(s) of local government must approve the adoption of the early retirement incentive in order for this Resolution to be effective. If there is no successor, submit your resolution for approval from the IMRF Board of Trustees.)

(7) The City Clerk CLERK OR SECRETARY The shall promptly file a certified copy of this resolution (ordinance) with the City of Calumet City EMPLOYER NAME Board of Trustees of the Illinois Municipal Retirement Fund.

CERTIFICATION

I, Nyota Figgs NAME the City Clerk CLERK OR SECRETARY of the City of Calumet City EMPLOYER NAME of the County of Cook COUNTY, State of Illinois, do hereby certify that I am the keeper of the books and records of the City of Calumet City EMPLOYER NAME and that the foregoing is a true and correct copy of a resolution (ordinance) Res.# 20-16 ORDINANCE duly adopted by the City Council BOARD, COUNCIL, ETC. at a meeting duly convened and held on the 14th day of May, 20 20.

If applicable, I further certify that this Resolution has been submitted to the successor unit(s) of local government and that said unit(s) of local government has/have adopted a resolution approving the adoption of the early retirement incentive for

EMPLOYER NAME
A copy of the approval resolution is attached hereto.



IMRF BENEFIT PROTECTION LEAVE

IMRF Form 6.32 (Rev. 04/2020)

Avoid delays—read all instructions before completing this form.

PLEASE PRINT - You may also enter information into the PDF Form 6.32 at www.imrf.org.
Print, sign, and mail or fax the form to IMRF (contact information below).

MEMBER'S LAST NAME All Calumet City Employees Currently On Layoff Status	FIRST NAME	MIDDLE INITIAL (JR.SR.II,ETC)	IMRF MEMBER ID
STREET (MAILING) ADDRESS		CITY, STATE AND ZIP	DAYTIME TELEPHONE NUMBER (with area code) ()
CURRENT EMPLOYER City of Calumet City		EMPLOYER IMRF I.D. NUMBER	

CERTIFICATION BY MEMBER

I certify that I will be (or have been) on leave of absence beginning 5/1/2020 and ending 06/30/2020
DATE (MM/DD/YYYY) DATE (MM/DD/YYYY)

for a total of 2 2 months. (Indicate on Line 2 below)

I understand that service credit (not more than 12 months) for this leave cannot be established until I have paid my IMRF member contributions in an amount equal to the approximate contributions I would have made if actively employed during the leave of absence, plus interest (if applicable).

MEMBER SIGNATURE **X** DATE (MM/DD/YYYY)

EMPLOYER AT TIME OF LEAVE	EMPLOYER IMRF I.D. NUMBER
---------------------------	---------------------------

CERTIFICATION BY AUTHORIZED AGENT

I certify that (1) I have calculated the estimated employer cost of the above member's leave, (2) I have advised the governing body of the amount of such cost and (3) that it will be paid through future monthly contributions.

1. Average Monthly Earnings <i>(Determine the monthly average by dividing by 12 the IMRF reported earnings for the 12 months prior to the leave)</i>	\$ 22,769.35	
2. Number of Months Leave <i>(limited to 12 months)</i>	2	
3. Total estimated earnings that would have been paid during the leave of absence <i>(line 1 times line 2)</i>	\$ 45,538.70	
4. Average Employer Cost Rate	X 11.00%	
5. Estimated cost of this leave to employer <i>(line 3 times 11%)</i>	\$ 5,009.26	
6. Estimated/exact earnings to be reported when the employee returns to work <i>(see bottom of previous page)</i>	Month in which earnings amount will be reported	Amount \$
AUTHORIZED AGENT SIGNATURE X	DATE (MM/DD/YYYY)	

CERTIFICATION BY CLERK OR SECRETARY OF GOVERNING BODY

I certify that at a regular or special meeting held on 05/14/2020, the City of Calumet City's
DATE (MM/DD/YYYY) EMPLOYER

Governing Body approved the leave of absence stated herein and the estimated employer cost as herein determined. I further certify that this Governing Body passed a resolution to allow this Benefit Protection Leave and the resolution will be kept on file and made available for inspection at IMRF's request.

SIGNATURE **X** *Meghan T. Hess* CLERK OR SECRETARY Clerk DATE (MM/DD/YYYY) 05/14/2020

APPLICATION WILL NOT BE PROCESSED WITHOUT AUTHORIZED AGENT AND BOARD CERTIFICATION
A sample resolution is available at www.imrf.org. You do not need to send IMRF a copy of the resolution.

IMRF 2211 York Road Suite 500 Oak Brook, IL 60523-2337
Member Services Representatives 1-800-ASK IMRF (1-800-275-4673) Fax: (630) 706-4289
www.imrf.org



SUGGESTED RESOLUTION (ORDINANCE) FOR EMPLOYER PICK-UP (PAYMENT) OF MEMBER CONTRIBUTIONS REQUIRED FOR PURCHASE OF EXTRA SERVICE UNDER THE IMRF EARLY RETIREMENT INCENTIVE

IMRF Form 6.85 (12/2005)

RESOLUTION (ORDINANCE)
Number Res. # 20-18

WHEREAS, Section 7-141.1 of the Illinois Pension Code allows certain IMRF members to purchase additional service credit in order to induce those members to retire early; and

WHEREAS, Section 7-141.1 of the Illinois Pension Code requires a member contribution for the early retirement service credit; and

WHEREAS, Section 414(a) of the Internal Revenue Code provides that contributions designated as member contributions but picked-up by the employer shall be excluded from taxable income until distributed as a refund, annuity or death benefit; and

WHEREAS, it is desirable that the member contributions required by the IMRF early retirement incentive be paid by the employer.

NOW THEREFORE BE IT RESOLVED (ORDAINED) by the Mayor & City Council
NAME OF GOVERNING BODY (BOARD OF COMMISSIONERS, ETC.)

of the City of Calumet City that the member contributions required by the IMRF early
NAME OF UNIT OF GOVERNMENT
retirement incentive be paid by the City of Calumet City on behalf of all its employees who retire
NAME OF UNIT OF GOVERNMENT
under the IMRF early retirement incentive.

BE IT FURTHER RESOLVED (ORDAINED) that the payment shall be made by a reduction in earnings payments to those employees.

BE IT FURTHER RESOLVED (ORDAINED) that the pick-up of member contributions shall be effective for all employees of the City of Calumet City who retire under the IMRF early retirement incentive adopted by
NAME OF UNIT OF GOVERNMENT

the City of Calumet City on May 14, 2020
NAME OF UNIT OF GOVERNMENT DATE OF ERI RESOLUTION (ORDINANCE)

CERTIFICATION

I, Nyota T. Figgs the Clerk of the
NAME CLERK OR SECRETARY
City Of Calumet City of the County of Cook, State of
EMPLOYER COUNTY

Illinois, do hereby certify that I am the keeper of the books and records of the City Of Calumet City
EMPLOYER NAME

and that the foregoing is a true and correct copy of resolution (ordinance) number Res. 20-18 duly
RESOLUTION (ORDINANCE) NUMBER

adopted by the City Council at a meeting duly convened and held on the 14th day of May, 2020.
BOARD, COUNCIL, ETC.

SEAL

Nyota T. Figgs
CLERK OR SECRETARY OF THE BOARD

Illinois Municipal Retirement Fund
Suite 500, 2211 York Road, Oak Brook Illinois 60523-2337
Service Representatives 800/ASK-IMRF

#6: Resolution Thanking Catherine And John Dubis, 5th Ward Residents For Their Dedicated Commitment To Community Service In Caring For The Cleanliness Of The Forest Preserve.

Resolution Thanking Catherine And John Dubis, 5th Ward Residents For Their Dedicated Commitment To Community Service In Caring For The Cleanliness Of The Forest Preserve.

(Res. #20-19)

(See attached page 3A)

#7: Ordinance Amending Article V. "Other Businesses And Occupations" Of Chapter 54 Licenses And Permits And Miscellaneous Business Regulations" Of The Municipal Code Of The City Of Calumet City To License Commercial Vehicle Relocators (Private Towing Companies).

Ordinance Amending Article V. "Other Businesses And Occupations" Of Chapter 54 Licenses And Permits And Miscellaneous Business Regulations" Of The Municipal Code Of The City Of Calumet City To License Commercial Vehicle Relocators (Private Towing Companies).

(Ord. #20- 23)

(See attached page 3B)

#8: Ordinance Amending Division 1. "Generally" Of Article V. "Stopping, Standing And Parking" Of Chapter 90 "Traffic And Vehicles" Of The Municipal Code Of The City Of Calumet City To Regulate Private Towing (Commercial Vehicle Relocators).

Ordinance Amending Division 1. "Generally" Of Article V. "Stopping, Standing And Parking" Of Chapter 90 "Traffic And Vehicles" Of The Municipal Code Of The City Of Calumet City To Regulate Private Towing (Commercial Vehicle Relocators).

(Ord. #20- 24)

(See attached page 3C)

#9: Ordinance Approving An Economic Incentive Agreement By and Between The City Of Calumet City, Cook Count, Illinois And SimonCre (Developer for Dollar General).

Ordinance Approving An Economic Incentive Agreement By and Between The City Of Calumet City, Cook Count, Illinois And SimonCre (Developer for Dollar General).

(Ord. #20- 25)

(See attached page 3D)

#10: Ordinance Of The City Of Calumet City, Cook County, Illinois, Authorizing South Suburban Land Bank And Development Authority To Acquire A Certain Abandoned Property (626 River Oaks Drive).

Ordinance Of The City Of Calumet City, Cook County, Illinois, Authorizing South Suburban Land Bank And Development Authority To Acquire A Certain Abandoned Property (626 River Oaks Drive).

(Ord. #20- 26)

(See attached page 3E)

Pass Resolutions /Adopt Ordinances

Alderman Williams moved, seconded by Alderman Patton, to pass the resolutions and adopt the ordinances items #1 - #10 as presented.

ROLL CALL

AYES: 7
NAYS: 0
ABSENT: 0

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

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



Presented by Mayor Michelle Markiewicz Qualkinbush on May 14, 2020

Whereas, certain individuals unselfishly volunteer and provide numerous acts of community service for the benefit of the entire City; and
WHEREAS, these individuals deserve recognition and thanks because they volunteer and perform community services selflessly; and
WHEREAS, Catherine and John Dubis are two residents of the 5th Ward who have selflessly dedicated themselves to caring for the cleanliness of the Forest Preserve in their neighborhood; and
WHEREAS, by their acts of community service Catherine and John Dubis have exhibited how two people can make a difference in the community in which they live; and
WHEREAS, Catherine and John Dubis provided their dedicated service quietly and without any thought of recognition for themselves; and
WHEREAS, Catherine and John Dubis' good works are deserving of special recognition and thanks from all of the citizens of Calumet City.

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

- Section 1.** That the Mayor and Members of the City Council wish to gratefully thank and recognize Catherine and John Dubis for the acts of kindness, generosity and community service they have provided throughout the years by keeping the Forest Preserve clean and their neighborhood beautiful.
- Section 2.** That the City Clerk be and she is hereby authorized and directed to forward a certified copy of this Resolution to Catherine and John Dubis.
- Section 3.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED by the City Council of the City of Calumet City, Cook County, Illinois and **APPROVED** by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of May, 2020.

ATTEST:

Nyota T. Figgs, City Clerk

Michelle Markiewicz Qualkinbush, Mayor

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-23

**AN ORDINANCE AMENDING ARTICLE V. "OTHER BUSINESSES AND
OCCUPATIONS" OF CHAPTER 54 "LICENSES AND PERMITS AND
MISCELLANEOUS BUSINESS REGULATIONS" OF THE MUNICIPAL
CODE OF THE CITY OF CALUMET CITY TO LICENSE COMMERCIAL
VEHICLE RELOCATORS**

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

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
MARY E. SWIBES
DEANDRE TILLMAN
RAMONDE WILLIAMS

Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 5-14-2020
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

ORDINANCE NO. 20-23

AN ORDINANCE AMENDING ARTICLE V. "OTHER BUSINESSES AND OCCUPATIONS" OF CHAPTER 54 "LICENSES AND PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS" OF THE MUNICIPAL CODE OF THE CITY OF CALUMET CITY TO LICENSE PRIVATE TOWING COMPANIES

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 Mayor and City Council (the "Corporate Authorities") seek to license the commercial removal of trespassing vehicles from private property to ensure that such activities are undertaken by licensed relocators and operators; and

WHEREAS, the Mayor and City Council find it to be in the best interest of the City to amend the Municipal Code of the City of Calumet City, Illinois to require licensing of commercial vehicle relocators.

NOW, THEREFORE, 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 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: Article V. "Other Businesses and Occupations" of Chapter 54 "Licenses and Permits and Miscellaneous Business Regulations" of the Municipal Code of the City of Calumet City is hereby amended by adding the following Division:

DIVISION 28. COMMERCIAL VEHICLE RELOCATORS

Sec. 54.1821. – Definitions.

Commercial Vehicle Relocator or Relocator shall mean any person or entity engaged in the business of removing trespassing vehicles from private property by means of towing or otherwise, and thereafter relocating and storing such vehicles.

Operator means any person who, as an employee of a commercial vehicle relocator, removes trespassing vehicles from private property by means of towing or otherwise.

Sec. 54.1822. – License Required.

It shall be unlawful for any person or entity to engage in the business of commercial vehicle relocating within the City without a business license.

Sec. 54.1823. – Application.

Application for a commercial vehicle relocator business license shall be made to the City clerk and shall state therein the name and address of the commercial vehicle relocator and shall require a copy of the relocator's license issued by the Illinois Commerce Commission.

Sec. 54-1824. – Fee.

The annual fee for the license required by this division shall be fifteen hundred (\$1500.00) dollars. The annual fee shall be one hundred and fifty (\$150.00) if the company's principal place of business is located in the City of Calumet City.

Sec. 54-1825. -Compliance with State Law

Any person or entity holding a commercial vehicle relocator business license must at all times be in full compliance with all laws, rules and regulations of the State of Illinois, including 625 ILC 5/18a-100 et. seq., pertaining to the operation of said business.

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.

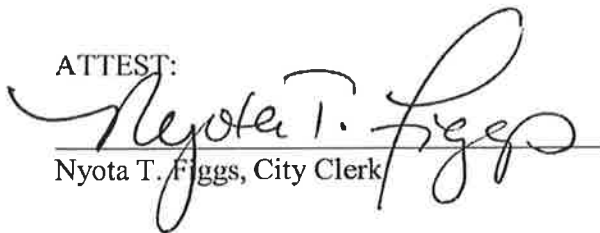
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ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 14th day of May, 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
GARDNER	X			
NAVARRETE	X			
PATTON	X			
SMITH	X			
SWIBES	X			
TILLMAN	X			
WILLIAMS	X			
(MAYOR QUALKINBUSH)				

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of May, 2020.


 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:

 Nyota T. Figgs, City Clerk

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-24

**AN ORDINANCE AMENDING DIVISION 1. "GENERALLY" OF ARTICLE
V. "STOPPING, STANDING AND PARKING" OF CHAPTER 90 "TRAFFIC
AND VEHICLES" OF THE MUNICIPAL CODE OF THE CITY OF
CALUMET CITY TO REGULATE PRIVATE TOWING**

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

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
MARY E. SWIBES
DEANDRE TILLMAN
RAMONDE WILLIAMS

Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 5-14-20
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

ORDINANCE NO. 20-24

AN ORDINANCE AMENDING DIVISION 1. "GENERALLY" OF ARTICLE V. "STOPPING, STANDING AND PARKING" OF CHAPTER 90 "TRAFFIC AND VEHICLES" OF THE MUNICIPAL CODE OF THE CITY OF CALUMET CITY TO REGULATE PRIVATE TOWING

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, many property owners within the City employ private towing companies to tow unauthorized vehicles from their property; and

WHEREAS, vehicle owners must then pay large fines and fees to the private towing companies in order to regain their vehicles; and

WHEREAS, it is in the best interest of the public health, safety, and welfare to insure that the private towing companies that are towing vehicles are authorized by the private property owners and towing vehicles pursuant to a valid contract; and

WHEREAS, the Mayor and City Council find it to be in the best interest of the City to amend the Municipal Code of the City of Calumet City, Illinois to establish reasonable regulations for private towing.

NOW, THEREFORE, 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 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: Section 90-314 of Division 1 “Generally” of Article V. “Stopping, Standing, and Parking” of Chapter 90 “Traffic and Vehicles” of the municipal code of the City of Calumet City is hereby amended by eliminating the stricken language and adding the underlined language as follows:

~~Sees. 90-314, 90-315.—Reserved.~~

Sec. 90-314. Commercial Vehicle Relocators

- (a) Commercial Vehicle Relocators shall mean any person or entity engaged in the business of removing trespassing vehicles from private property by means of towing or otherwise, and thereafter relocating and storing such vehicles.
- (b) All commercial vehicle relocators and property owners that allow a commercial vehicle relocator to tow unauthorized vehicles from their property must comply with the following:
 - (1) No less than three (3) towing signs must be posted on each property where a commercial vehicle relocator is contracted for towing services. Two (2) signs must be displayed on all sides of the building immediately adjacent to the parking lot. The towing signs must clearly state the name, address and phone number of the authorized commercial vehicle relocator.
 - (2) All commercial vehicle relocators must hold a valid business license with the City.
 - (3) The property owner must provide the City with a copy of the valid written annual contract with the specified commercial vehicle relocator that is authorized to tow vehicles from the property owners’ premises. This includes all abandoned, vacant and/or dilapidated property.
 - (4) If a commercial vehicle relocator is attempting to effectuate a tow from private property and the property owner has not provided a valid written annual contract as required, the commercial vehicle relocator must provide same.
 - (5) An individual that is effectuating a tow from private property must show valid credentials that he or she is an employee of the authorized commercial vehicle relocator and the towing equipment must also bear the name of the authorized commercial vehicle relocator.

- (6) Contracts are nontransferable and no commercial vehicle relocater shall be authorized to tow any vehicles at any time from a property that has changed ownership and the new owner is not a party to a contract with the private towing company. The new owner must comply with the provisions of subsection (2) upon obtaining ownership.
- (c) If the towing of a vehicle is necessary for the purposes of maintaining public safety but the provisions of this section have not been met, the vehicle will be towed by the City of Calumet City or an authorized contracted towing vendor, at the expense of the owner of the towed vehicle.
- (d) This Section does not apply to private towing of vehicles in a temporary state of disrepair or to repossession actions or relocations.
- (e) No commercial vehicle relocater may tow any vehicle from any street within the City for a State or local violation without prior authorization from the Calumet City Police Department.
- (f) Violations. A violation of this section shall result in an ordinance citation in the amount of no less than \$500.00 per infraction. A private towing company that receives a citation is subject to tow and impoundment by the Calumet City Police Department.

Sec. 90-315-316. Reserved.

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.

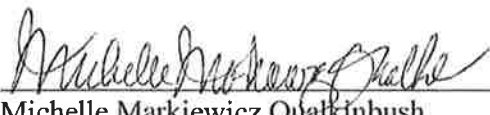
Section 5: This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Intentionally left blank.

ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 14th day of May, 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
GARDNER	X			
NAVARRETE	X			
PATTON	X			
SMITH	X			
SWIBES	X			
TILLMAN	X			
WILLIAMS	X			
(MAYOR QUALKINBUSH)				

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of May, 2020.


 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:

 Nyota T. Figgs, City Clerk

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-25

ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS
and
SIMONCRE

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

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
MARY E. SWIBES
DEANDRE TILLMAN
RAMONDE WILLIAMS

Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 5/14/20
Kathleen Field Orr- Special Counsel

ORDINANCE NO. 20-25
ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS
and
SIMONCRE

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

WHEREAS, the City is engaged in the revitalization of its commercial districts, most particularly the commercial properties which are located on 159th Street also known as River Oaks Drive; and,

WHEREAS, pursuant to its home-rule powers and the laws of the State of Illinois, the City is authorized to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and,

WHEREAS, SimonCRE of Scottsdale, Arizona (the “*Developer*”) has presented a proposal to the City requesting the City to utilize its powers as a home-rule municipality to acquire the property commonly known as 626 River Oaks Drive, formerly the location of a Walgreens store (the “*Subject Property*”) which has been vacant since 2016 and is tax delinquent; to convey the Subject Property to the Developer for renovation and reuse for retail purposes; and to support a Class 8 Real Estate Classification for the Subject Property; and,

WHEREAS, the City is prepared to assist the Developer and acquire this tax delinquent property through the South Suburban Land Bank and Development Authority (“SSLBDA”) whose mission is to facilitate the redevelopment of vacant tax delinquent properties in the Chicago Southland; and,

WHEREAS, the Mayor and City Council (the “*Corporate Authorities*”) have reviewed the Developer’s proposal, the requests of the Developer for assistance and the assistance available from SSLBDA and is prepared to proceed with the proposal pursuant to the terms and conditions set forth in the Economic Incentive Agreement attached hereto.

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

Section 1. That the recitals in the Preambles to this Ordinance are incorporated into this *Section 1* as if fully set forth herein.

Section 2. That the Economic Incentive Agreement between the City of Calumet City, Cook County, Illinois, and SimonCRE of Scottsdale, Arizona, attached hereto and made a part hereof (Exhibit A), is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms.


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

(Intentionally Left Blank)

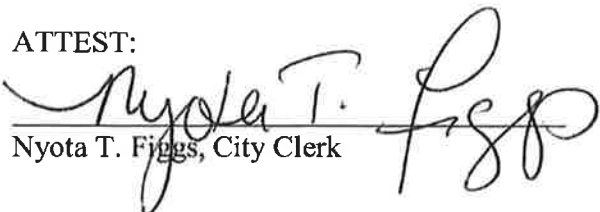
ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 14th day of May, 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
GARDNER	X			
NAVARRETE	X			
PATTON	X			
SMITH	X			
SWIBES	X			
TILLMAN	X			
WILLIAMS	X			
(MAYOR QUALKINBUSH)				

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of May, 2020.



 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:


 Nyota T. Figgs, City Clerk

EXHIBIT A

AGREEMENT

Exhibit A

Resolution No. _____

**A RESOLUTION OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS
SUPPORTING THE RENEWAL OF A CLASS 8 REAL ESTATE TAX ASSESSMENT
CLASSIFICATION FOR THE PROPERTY LOCATED AT
626 RIVER OAKS DRIVE, CALUMET CITY, ILLINOIS**

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 incentive for the development or 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, SimonCRE has an interest and is legally responsible for property taxes (the “Applicant”) on a certain parcel of property within the City commonly known as 626 River Oaks Drive, Calumet City, Illinois, identified by a certain permanent index number _____ hereafter legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the “Property”); and,

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

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

WHEREAS, Applicant is an entity in the City and as operating a retail business employing 10 full-time and _____ part-time employees and 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 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 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 Applicant for 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 area 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 President and Board of Trustees of the City of Calumet City, Cook County, Illinois, this ____ day of _____, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor

Attest:

City Clerk

AN ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS
and
SIMONCRE MDR II, LLC

THIS ECONOMIC INCENTIVE AGREEMENT (the “*Agreement*”) is entered into this ____ day of _____, 2020, by and between the City of Calumet City, Cook County, Illinois, and SimonCRE MDR II, LLC, an Arizona limited liability company of Scottsdale, Arizona (the “*Developer*”).

PREAMBLES

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

WHEREAS, the City is engaged in the revitalization of its commercial districts, most particularly the commercial properties which are located on 159th Street also known as River Oaks Drive; and,

WHEREAS, pursuant to its home-rule powers and the laws of the State of Illinois, the City is authorized to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and,

WHEREAS, the Developer has presented a proposal to the City requesting the City to utilize its powers as a home-rule municipality to acquire the property commonly known as 626

River Oaks Drive, formerly the location of a Walgreens store (the “Subject Property”) which has been vacant since 2016 and is tax delinquent; and,

WHEREAS, the Developer has advised the City that the Developer is prepared to rehabilitate the 12,500 square foot building on the Subject Property and restore it for use as a retail business but only in the event assistance is received from the City as hereinafter provided; and,

WHEREAS, the City is prepared to assist the Developer, however, the process to acquire tax delinquent property through Cook County is a process which often takes well over one (1) year and therefore the City has turned to the South Suburban Land Bank and Development Authority (“SSLBDA”) to assist with the acquisition of the Subject Property; and,

WHEREAS, SSLBDA, whose mission is to facilitate the redevelopment of vacant tax delinquent properties, has agreed to work with the City to acquire the Subject Property thereby assisting the City to eliminate blight within its boundaries, increase its tax base and provide job opportunities for its residents; and,

WHEREAS, the Developer has also requested the City to support its application for a Class 8 Real Estate Classification with Cook County in order to reduce real estate taxes on the Subject Property in order to procure a long term retail tenant for the Subject Property; and,

WHEREAS, the Mayor and City Council (the “*Corporate Authorities*”) have reviewed the Developer’s proposal, the requests of the Developer for assistance and the assistance available from SSLBDA and is prepared to proceed with the proposal pursuant to the terms and conditions hereinafter set forth.

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

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section 1.

Section 2. Preconditions to the City's Conveyance of the Subject Property.

A. Upon execution of this Agreement, the Developer shall deposit \$65,000 with the City (the "*Purchase Price*") as the purchase price for the Subject Property, to be held by the City until a deed for the Subject Property is delivered to the Developer or its designated assignee.

B. Within sixty (60) days of execution of this Agreement, the Developer shall submit a plan for the rehabilitation and renovation of the Subject Property which, at a minimum, will include the following (the "*Renovation Plan*"):

- (i) a plan for the abatement of all building code violations and the estimated cost thereof;
- (ii) a floor plan with required renovation to repurpose the building for use as a Retail business and the estimated cost thereof;
- (iii) changes to the building to improve its exterior appearance including all the design of all signage; and,
- (iv) plan for landscaping on the Subject Property.

C. Within one hundred twenty (120) days of execution of this Agreement, the Developer shall deliver a copy of an executed lease for the Subject Property by Dollar General (or an affiliate of Dollar General) for a term of no less than five (5) years.

D. Developer shall have one hundred sixty (160) days after the execution of this Agreement (the "*Post Execution Due Diligence Period*") to review Developer's inspections of the Subject Property (i.e. property condition report, survey, phase I, etc.). At any time prior to the expiration of the Post Execution Due Diligence Period, Developer may terminate this Agreement and have the Purchase Price immediately returned to Developer; provided, however, if Developer's

termination is after the 60th day after the execution of this Agreement then the Purchase Price shall be returned Developer less an amount of ten-thousand and no/100 dollars (\$10,000.00) to cover any expenses incurred by the City.

Section 3. Obligations of the Developer upon Acquisition of Title to the Subject Property.

A. Within forty-five (45) days of conveyance of title to the Subject Property (the “*Commencement Date*”) by the City to the Developer, as hereinafter provided, the Developer shall undertake the Renovation Plan for the Subject Property and continue until all of the components of the Renovation Plan have been completed in accordance with all applicable City Codes.

B. Within one hundred eighty (180) days of the Commencement Date, the Developer shall have received a certificate of occupancy for the Subject Property.

C. The Developer covenants and agrees to abide by all Legal Requirements as defined in Section C below and to pay all taxes, fines, fees, of any kind when due and payable including real estate taxes.

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

Section 4. City’s Obligations.

A. Upon receipt of title of the Subject Property from SSLBDA, the City shall deposit the Purchase Price into its own accounts and convey title to the Subject Property to the Developer or the Developer’s designee free and clear of all liens and encumbrances except easements, covenants and restrictions of record.

B. Upon conveyance of title to the Subject Property to the Developer or the Developer’s Designee, the City shall adopt a resolution supporting the Class 8 Real Estate

Assessment Classification for the Subject Property, a copy of which is attached as *Exhibit A* and agree to continue its support for said classification so long as no notice of default and remains outstanding as provided in Section 5 of this Agreement.

Section 5. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in default of any representation or obligation of the Developer under this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement, unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. In the event a default by the Developer is declared by the City prior to the date of conveyance of the Subject Property to the Developer, then as City's sole and exclusive remedy, the Purchase Price shall be paid over to the City as a liquidated damages.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after the Subject Property is conveyed to the Developer and notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under

any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

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

(d) In addition to any other rights or remedies in Section 5(b) and 5(c) above, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability,

right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action. All disputes or legal action to enforce the terms of this Agreement by either party shall be pursuant to the laws of the State of Illinois and under the jurisdiction of the courts of Cook County, Illinois.

Section 6. Term.

Unless terminated pursuant to Section 5 hereof at any time during the term of this Agreement, the term of this Agreement shall commence on the date of execution after approval by the Corporate Authorities and terminate on the date a retail business commences to operate at the Subject Property (the "*Termination Date*").

Section 7. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages,

accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 8. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City.

Section 9. Representations and Covenants.

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

- (i) The Developer is an Arizona limited liability company, duly organized and validly existing, and has the authority to enter into, execute, deliver, and perform this Agreement.
- (ii) The execution, delivery, and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplements, or constitute a breach of or default under, or require any consent

under, any agreement, instrument, or document to which the Developer is a party or by which the Developer is bound.

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

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

- (i) The City is a municipal corporation duly organized and validly existing under the Laws of the State of Illinois and has all requisite corporate power and authority to Enter into, execute and deliver this Agreement.
- (ii) The execution, Delivery and performance of this Agreement, the consummation by the City of the transactions provided for herein, and the compliance with the provisions of this Agreement: (a) have been duly authorized by all necessary corporate action on the part of the City; (b) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution of this Agreement; and, (c) will not, by the lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement, or other instrument to which the City is a party or by which the City is bound.
- (iii) To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

Section 10. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the use or occupancy of the Subject Property by the Developer; the failure of the Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof. The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 11. Waiver.

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

Section 12. Severability.

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

Section 13. Notices.

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

To the Developer : SimonCRE MDR II, LLC
6900 East 2nd Street
Scottsdale, AZ 85251

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

With a copy to :

Kathleen Field Orr
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

Section 14. Successors in Interest.

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

Section 15. No Joint Venture, Agency or Partnership Created.

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

Section 16. No Discrimination – Construction.

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

Section 17. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties

or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 18. Counterparts.

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

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

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

By: Michelle Makarewicz Gull
Mayor

Attest:

Nyota T. Figg
City Clerk

SIMONCRE MDR II, LLC,
an Arizona limited liability company

By: DocuSigned by:
Joshua Simon
9EF79375682E4E9
Joshua Simon, Manager

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-26

**AN ORDINANCE OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS,
AUTHORIZING SOUTH SUBURBAN LAND BANK AND DEVELOPMENT
AUTHORITY
TO ACQUIRE A CERTAIN ABANDONED PROPERTY
(626 RIVER OAKS DRIVE)**

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

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
MARY E. SWIBES
DEANDRE TILLMAN
RAMONDE WILLIAMS

Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 5/14/20
Kathleen Field Orr- Special Counsel

ORDINANCE NO. 20-26
AN ORDINANCE OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS, AUTHORIZING SOUTH
SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY
TO ACQUIRE A CERTAIN ABANDONED PROPERTY
(626 RIVER OAKS DRIVE)

WHEREAS, the City of Calumet City, Cook County, Illinois (the “City”) is a home-rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970, and is authorized to exercise and perform any function pertaining to its government and affairs; and,

WHEREAS, the City is a member of the South Suburban Land Bank and Development Authority, an Illinois intergovernmental agency (“SSLBDA”) whose mission is to facilitate the redevelopment of properties, and promote sustainable, healthy and stable communities; and,

WHEREAS, the City has vacant, blighted properties that will benefit from acquisition by the SSLBDA and redevelopment thereafter.

NOW, THEREFORE BE IT ORDAINED by the Mayor City Council of the City of Calumet City, Cook County, Illinois, in the exercise of their home-rule authority, as follows:

Section 1. Financing of Real Estate Acquisition; Acceptance of Deed in Lieu of Foreclosure. The City hereby authorizes the expenditure of an amount not to exceed twenty thousand dollars (\$20,000.00) to finance the acquisition by SSLBDA, the property commonly known as 626 River Oaks Drive, Calumet City, Illinois (*Permanent Index Numbers*: 30-19-204-005, 30-19-204-006, 30-19-204-007 and 30-19-204-008) legally described in *Exhibit A* attached hereto and made a part hereof (the “Property”). The City shall secure its financing of the acquisition of the Property with a note and mortgage executed by SSLBDA (the “Mortgage”) and recorded against the Property. Once SSLBDA acquires title to the Property and the

mortgage is recorded, the City authorizes the Mayor to accept a deed of conveyance of the Property from SSLBDA to the City in lieu of SSLBDA's repayment of the financing.

Section 2. Execution of Documents. The Mayor and the City Clerk are directed to execute all documents necessary to perfect a lien, mortgage or encumbrances on the property to secure the City's financial interest on behalf of the City and further to sign all documents necessary to acquire property at 626 River Oaks Drive, Calumet City, Illinois.

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

(Intentionally Left Blank)

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

Illinois this 14th day of May, 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
GARDNER	X			
NAVARRETE	X			
PATTON	X			
SMITH	X			
SWIBES	X			
TILLMAN	X			
WILLIAMS	X			
(MAYOR QUALKINBUSH)				

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

14th day of May, 2020.


Michelle Markiewicz Qualkinbush
Mayor

ATTEST:


Nyota T. Figgs, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

**626 RIVER OAKS DRIVE
CALUMET CITY, ILLINOIS**

PARCEL 1: LOTS 11, 12, 13, 18, 19, 20 AND 21 (EXCEPT THOSE PARTS OF LOTS 18 TO 21, BOTH INCLUSIVE, LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT OF THE WEST LINE OF SAID LOT 21, A DISTANCE OF 5.0 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO THE SOUTH EAST CORNER OF SAID LOT 18 TAKEN BY CONDEMNATION IN CASE 80 L 13740, 22 AND 23 IN BLOCK 1 IN PAESADES ADDITION, A SUBDIVISION OF THE EAST ¼ OF THE NORTH EAST ¼ OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIANA, IN COOK COUNTY ILLINOIS

PARCEL 2: THE SOUTHERN ½ OF THE VACATED 16 FOOT ALLEY LYING NORTHERLY AND ADJOINING LOTS 18 TO 21 AND THE NORTHERLY ½ OF THE VACATED 16 FOOT ALLEY LYING SOUTHERLY AND ADJOINGIN LOT 22 IN BLOCK 1 IN PAISADES ADDITION, BEING A SUBDIVISION OF THE EAST ¼ OF THE NORTH EAST ¼ OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

**P.I.N. 30-19-204-005-0000
30-19-204-006-0000
30-19-204-007-0000
30-19-204-007-0000
30-19-204-008-0000**

FINANCIAL MATTERS

#1: Approve the purchase of 7 bunker coats, bunker pants, 3 pair of boots, 6 sets of suspenders, and a respirator.

Approve the purchase of 7 bunker coats, bunker pants, 3 pair of boots, 6 sets of suspenders, and a respirator; authorize the City Treasurer to remit payment to Air One Equipment in the amount of \$20,738.00 to be charged to account #01070-53440.

#2: Approve the expenditure of annual physicals for the fire department personnel.

Approve the expenditure of annual physicals for the fire department personnel; authorize the City Treasurer to remit payment to Ingalls Occupational Health in the amount of \$30,930.00 to be charged to account #06607-52484.

#3: Approve repair of elevator at CCPD.

Approve repair of elevator at CCPD; authorize the City Treasurer to remit payment to Schindler Elevator Corp in the amount of \$6987.00 to be charged to account #01060-52345.

#4: Approve the annual service agreement for the alert system.

Approve the annual service agreement for the alert system; authorize the City Treasurer to remit payment to US Digital Designs in the amount of \$5,243.13 to be charged to account #06617-55100.

#5: Approve the purchase of 15 sets of bunker gear and 38 helmets and eye shields.

Approve the purchase of 15 sets of bunker gear and 38 helmet and eye shields; authorize the City Treasurer to remit payment in the amount of \$41,850.00 to Air One Equipment to be charged to account #06617-55133. 90% (\$37,665.00) will be paid for through the FEMA AFG Grant (EMW2018F02431).

#6: Approve Emergency Payments (\$16,332.00)

Approve Emergency Payments (\$16,332.00)

#7: Approve Bill listing (\$1,473,118.15)

Approve bill listing (\$1,473,118.15).

#8: Approve Payroll 4/17/2020 (\$905,379.99)

Approve payroll 4/17/2020 (\$905,379.99).

Approve Payroll 5/1/2020 (\$771,181.73)

Approve payroll 5/1/2020 (\$771,181.73).

Approve financial items #1 - #8

Alderman Smith moved, seconded by Alderman Patton, to approve financial items #1 -#8 as presented.

ROLL CALL

AYES: 7
NAYS: 0
ABSENT: 0

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

UNFINISHED BUSINESS

Early Retirement Incentive

Alderman Navarrete asked for additional information of Early Retirement Incentives. Mayor Michelle, John Kasperek, and William Murray gave a detailed explanation of Early Retirement Incentive.

Thank Public Works Commissioner

Alderman Swibes thanked Billy Manousopoulos and Public Works crews for responsiveness.

Memorial Day

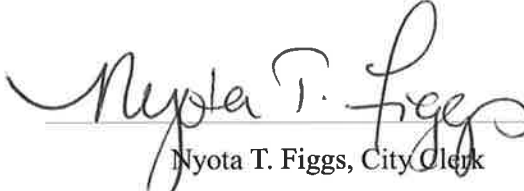
Alderman Swibes thanked all who served and sacrificed in our military in observance of Memorial Day.

Thank first responders and city workers

Alderman Gardner thanked all first responders and city workers for commitment and sacrifice in working through the pandemic.

ADJOURNMENT

Adjournment was at 4:01 p.m., on a motion by Alderman Swibes, seconded by Alderman Williams.


Nyota T. Figgs, City Clerk

MOTION CARRIED

/dys