

JOURNAL OF PROCEEDINGS

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

FEBRUARY 11, 2021

Public Comment

There was no public comment.

Pledge Of Allegiance

The City Council of the City of Calumet City met via Zoom at 6:01 p.m. in a regular meeting on February 11, 2021 with Mayor Michelle Markiewicz Qualkinbush, present and presiding.

ROLL CALL

PRESENT: 6

ALDERMEN: Navarrete, Swibes, Tillman, Williams, Gardner, Smith

ABSENT: 1

ALDERMAN: Patton

Also present was City Clerk Figgs, City Treasurer Tarka, Police Chief Fletcher, Fire Chief Bachert, City Attorney Lauren DeValle, City Engineer Eric Alvarez, Street, Alley, Water & Sewer Commissioner Billy Manousopolous, City Administrator William Murray, Economic Director Joe Wiszowaty, Mayor's Assistant Rose Bonato, and Deputy Clerk Danielle Smith.

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

Deviate from regular order of business

Alderman Swibes moved, seconded by Alderman Navarrete to deviate from the regular order of business.

MOTION CARRIED

Mayor Michelle – Introduction of Toni Preckwinkle and comments regarding CDBG grant awards

Mayor Michelle introduced President of the Cook County Board, Toni Preckwinkle, and thanked her and our Commissioner Stanley Moore, for the County resources which have been awarded to Calumet City. Mayor Michelle mentioned the following grant awards: 2018 Invest in Cook \$200,000.00 grant for Dolton Rd/State St; 2019 CDBG \$170,000.00 grant for Warren Ave. street resurfacing; 2019-2020 \$25,000.00 grant award for census participation; 2020 Invest in Cook \$360,000.00 grant for Phase I engineering for Michigan City Rd. bike pedestrian path; 2020 Cook County Bureau of Econ Dev. \$844,000.00 grant to match to USEDA \$3.5 grant for Riverside Drive (DSIR project area); 2020 cares act \$732,754.03 reimbursement for COVID related expenses.

Cook County Board President Toni Preckwinkle

Cook County Board President Toni Preckwinkle addressed the Council via phone and gave an update on state of the County, stating that the budget for 2021 was passed without raising taxes. She spoke briefly about monies that have been set aside for equity funds to support economic development, small businesses, vaccinations, and the Metra Electric/Rock Island commuter lines.

President Preckwinkle informed that the deadline for applications to receive funds from Invest in Cook is March 13, 2021 and that help completing them is available.

Cook County Board President
Toni Preckwinkle (Cont'd)

President Preckwinkle thanked the Mayor and City Council for the work and efforts to support residents during the COVID pandemic and for collaborating with Cook County.

Return to regular order of business

Alderman Smith moved, seconded by Alderman Swibes to return to the regular order of business.

MOTION CARRIED

Approval of Minutes

Alderman Williams moved, seconded by Alderman Gardner, to approve the following minutes as presented:

01/14/2021 Regular Mtg.
01/28/2021 Regular Mtg.

MOTION CARRIED

REPORTS OF STANDING COMMITTEES

Finance

Alderman Patton had no report.

Public Safety

Alderman Williams had no report.

Public Utilities

Alderman Swibes had no report.

Ord. & Res.

Alderman had no report.

H.E.W

Alderman Gardner had no report.

Permits & Licenses

Alderman Smith had no report.

Public Works

Alderman Navarrete asked that residents utilize driveways and garages to keep streets clear for snow removal.

CITY COUNCIL REPORTS

Mayor Michelle Markiewicz Qualkinbush

Mayor Michelle proclaimed February as “African American Heritage Month”

Alderman Gardner moved, seconded by Alderman Tillman to have the Proclamation read.

MOTION CARRIED

Proclamation Reading

Clerk Figgs read the Proclamation in its entirety.

(See attached 2A)

OFFICE OF THE MAYOR

CALUMET CITY



MICHELLE MARKIEWICZ QUALKINBUSH

"AN ILLINOIS CERTIFIED CITY"

PROCLAMATION

WHEREAS, Calumet City has been characterized and strengthened by its diverse cultures; and

WHEREAS, in February of each year, Calumet City recognizes the role of African Americans in United States History; and

WHEREAS, Calumet City honors Black History month by providing educational materials and books for our youth; and

WHEREAS, the story of Black History month began in 1915, a half of a century after the Thirteenth Amendment abolished slavery in the United States; and

WHEREAS, in 1915, Harvard-trained historian Carter G. Woodson and a prominent minister, Jesse E. Moorland, founded the Association for the Study of Negro Life and History, now known as the Association for the Study of African American Life and History (ASALH), an organization dedicated to researching and promoting achievements by Black Americans and other peoples of African descent; and

WHEREAS, ASALH designated the 2021 theme for Black History month as *"Black Family: Representation, Identity and Diversity"* explores the African diaspora, and the spread of Black families across the United States. All Calumet City families are asked to reflect on the histories of our Calumet City families. Think about your mothers, fathers, grandmothers, grandfathers, and great grandparents. If you are blessed to still have them, talk to them. Whether it be by blood line or by friendship of those from other races and cultures, each have provided and opened pathways for all of us today.

NOW, THEREFORE, I, MICHELLE MARKIEWICZ QUALKINBUSH, Mayor of the City of Calumet City, proclaim February as "African American Heritage Month" in the City of Calumet City and encourage all resident of Calumet City to explore the treasures of African American History at our Public Library and other places throughout the Country, such as the DuSable Museum of African American History in Chicago, Illinois.

DATED this 28th day of January, 2021.


Michelle Markiewicz Qualkinbush, Mayor

Alderman Swibes – 2nd Ward

Alderman Swibes announced the Calumet City Public Library will open February 16, 2021 and thanked the Department of Inspectional Services for reviewing resources.

Alderman Williams – 4th Ward

Alderman Williams gave honor to God and announced the 4th Ward free shoe giveaway on February 14, 2021.

Alderman Gardner – 5th Ward

Alderman Gardner encouraged 5th Ward residents with needs, questions or concerns to call his office 708-891-8195.

Alderman Smith – 7th Ward

Alderman Smith encouraged residents to call his office 708-891-8197 for snow removal, COVID information, food, and energy assistance and to continue reporting vacant properties.

INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

- | | |
|--|---|
| A. <u>Comcast</u> | RE: Programming Advisory |
| B. <u>Comcast</u> | RE: Comcast Customer Annual Report |
| C. <u>City Clerk Figgs</u> | RE: Revenue Report January 2021 |
| D. <u>Illinois Commerce Commission</u> | RE: Illinois Commerce Commission v. Commonwealth Edison Company |
| E. <u>Illinois Association of Chiefs of Police</u> | RE: Federal Use of Force |
| F. <u>Waste Management</u> | Notice of Class 1 and Class 1* Permit Modifications |

Accept & place on file

Alderman Williams moved, seconded by Alderman Smith, to accept items A-F and place on file.

MOTION CARRIED

NEW BUSINESS

1): Approve the installation of “Resident Parking Only” signs

Approve the installation of “Resident Parking Only” signs at 215 Ruth St. and 235 156th St.; direct Public Works to install.

2): Authorize the City Clerk to advertise for bid for demolition

Authorize the City Clerk to advertise for bid for the demolition of the following properties due to unsafe, unsanitary conditions:

- 905 163rd St.
- 307 Merrill
- 568 Forsythe
- 790 Buffalo
- 788 Buffalo
- 777 Buffalo
- 801 Mackinaw
- 906 Williams
- 1509 Kenilworth

3): Authorize the Board of Fire & Police Commission to hire one (1) candidate from the current firefighter eligibility list due to the resignation of Firefighter Keith Miller

Authorize the Board of Fire & Police Commission to hire one (1) candidate from the current firefighter eligibility list due to the resignation of Firefighter Keith Miller.

4): Authorize Construction Engineering Agreement between the City and Robinson Engineering

Authorize Construction Engineering Agreement between the City and Robinson Engineering for the residential led service line replacement program utilizing the EPA forgivable loan program.

Approve New Business

Alderman Swibes moved, seconded by Alderman Tillman, to approve items #1 - #4 as presented.

ROLL CALL

AYES: 6
NAYS: 0
ABSENT: 1

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

MOTION CARRIED

BUILDING PERMITS – NONE

RESOLUTIONS AND ORDINANCE

#1): An Ordinance Amending Section 20-501 “Holidays For Certain Employees” Of The Municipal Code Of The City Of Calumet City Updating Code To Reflect Holidays Observed By The City

An Ordinance Amending Section 20-501 “Holidays For Certain Employees” Of The Municipal Code Of The City Of Calumet City To Reflect The 2021 Holidays.

(Ord. #21-08)

(See attached page 4A)

#2): Ordinance Of The City Of Calumet City, Cook County, Illinois , Authorizing A Loan Agreement With The Illinois Environmental Protection Agency Under the Public Water Supply Loan Program

An Ordinance Of The City Of Calumet City, Cook County, Illinois, Authorizing A Loan Agreement With The Illinois Environmental Protection Agency Under The Public Water Supply Loan Program.

(Ord. # 21-09)

(See Attached page 4B)

#3): Resolution Commending Brian Bonic On His 21 Years Of Service To The Calumet City Fire Department

A Resolution Commending Brian Bonic On His 21 Years Of Service To The Calumet City Fire Department.

(Res. #21-07)

(See attached page 4C)

#4): Resolution Honoring Emanuel “Chris” Welch On His Appointment As Speaker Of The House Of The Illinois General Assembly

A Resolution Honoring Emanuel “Chris” Welch On His Appointment As Speaker Of The House Of The Illinois General Assembly.

(Res. #21-08)

(See attached page 4D)

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 21-08

**AN ORDINANCE AMENDING SECTION 20-501 "HOLIDAYS FOR
CERTAIN EMPLOYEES" OF THE MUNICIPAL CODE OF THE CITY OF
CALUMET CITY TO REFLECT THE 2021 HOLIDAYS**

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 2-11-21
Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park,
Illinois 60805

ORDINANCE NO. 21-08

AN ORDINANCE AMENDING SECTION 20-501 ‘‘HOLIDAYS FOR CERTAIN EMPLOYEES’’ OF THE MUNICIPAL CODE OF THE CITY OF CALUMET CITY TO REFLECT THE 2021 HOLIDAYS

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’’) may specify the yearly holidays for certain employees; and

WHEREAS, the Corporate Authorities find it to be in the best interest of the City to amend the Municipal Code of the City of Calumet City, Illinois to accurately reflect the holidays for certain employees.

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 20-501 ‘‘Holidays for certain employees’’ of Division 1 ‘‘Generally’’ of Chapter 2 ‘‘Administration’’ 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:

Sec. 2-501. - Holidays for certain employees.

(a) The following shall be legal holidays for all employees of the city hereinafter designated:

New Year's Day.

Martin Luther King, Jr. Day

~~Lincoln's Birthday.~~

~~Washington's Birthday.~~

President's Day.

Casimir Pulaski Day.

Memorial Day.

Good Friday.

Juneteenth.

Independence Day.

Labor Day.

Columbus Day.

Veterans Day.

Thanksgiving Day.

Friday following Thanksgiving.

Christmas Eve.

Christmas Day.

The city council annually shall designate the date on which the city shall observe such holidays.

(b) The term "employee," as used herein, shall mean any person giving his full time services to the city for which payment is made in the form of wages or salaries and devotes no less than a minimum of thirty (30) hours per week. Any employee who is eligible for holiday benefits, and who is required to work on a day designated as a city holiday, shall receive straight time pay in addition to regular pay for that day. Any employee who is eligible for an unworked holiday and does not work on the holiday shall be paid his regular wages. This section shall not apply to policemen, firemen or personnel under a union contract.

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 11th day of February 2021, 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)				
TOTAL	6		1	

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 11th day of February, 2021.


Michelle Markiewicz Qualkinbush
Mayor

ATTEST:


Nyota T. Figgs, City Clerk

ORDINANCE NO. 21-09

AN ORDINANCE OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS, AUTHORIZING A LOAN AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY UNDER THE PUBLIC WATER SUPPLY LOAN PROGRAM

WHEREAS, the City of Calumet City, Cook County, Illinois (the "City"), operates its water supply system (the "System") in accordance with the provisions of Article VII of the Constitution of the State of Illinois and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (collectively the "Act"); and

WHEREAS, the City Council has determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to replace approximately 1,978 residential lead water service lines from the water main to the residential water meters, and all other services necessary, useful or advisable (the "Project"), all in accordance with the plans and specifications prepared by Robinson Engineering, the consulting engineers of the City, which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial, construction period interest, and other related expenses do not exceed \$25,000,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the Loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the Loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the Loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency (the "Loan") to be repaid from the general revenues of the City (including the Pledged Taxes), and the Loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount not to exceed \$25,000,000 to provide funds to pay the costs of the Project, which may be eligible for forgiveness under the Procedures for Issuing Loans from the Public Water Supply Loan Program Title 35 Ill. Adm. Code 662; and

WHEREAS, the Loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency.

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

Section 1

INCORPORATION OF PREAMBLES

The City Council hereby finds that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

Section 2

DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which includes construction period interest financed over the term of the Loan) of not to exceed \$25,000,000.

Section 3

ADDITIONAL ORDINANCES

The City Council may pass additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the general revenues of the City (including the Pledged Taxes), so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not pass additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 4

LOAN IS GENERAL OBLIGATION OF CITY; PLEDGED TAXES

Repayment of the Loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be made from general revenues of the City (including the Pledged Taxes). The Loan constitutes a general obligation of the City, for which the full faith and credit of the City are irrevocably pledged and is payable from the levy of taxes on all taxable property in the City, without limitation as to rate or amount, in an amount sufficient to produce the sums necessary to pay and discharge the principal and interest on the Loan as it falls due (the "Pledged Taxes"). For the purpose of providing funds required to pay the principal and interest on the Loan, there is hereby levied upon all taxable property within the City, in the years for which the Loan is outstanding, a direct annual tax sufficient for that purpose. The Mayor is hereby directed to file with the County Clerk of Cook County, Illinois a Loan Order containing a levy of taxes upon all taxable property in an amount sufficient to produce the sums necessary to pay and discharge the principal and interest on the Loan as it falls due. The Pledged Taxes shall be deposited into the Water Fund to be used solely to pay debt service on the Loan.

It shall be the duty of the Cook County Clerk to extend that tax for collection against all taxable property within the City in order to raise the respective amounts aforesaid in said years such annual tax shall be computed, extended, and collected in the same manner as now or hereafter provided by law. With the authorization of the Illinois Environmental Protection Agency, the City Clerk is hereby authorized to abate the tax levy for the Loan when other funds are available to make debt service payments thereon by filing a certificate of abatement with the Cook County Clerk.

Section 5

APPLICATION FOR LOAN

The Mayor is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the requirements set forth in 35 III. Adm. Code 662. The Loan funds shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in

accordance with the terms and conditions of the Loan Agreement.

Section 6

ACCEPTANCE OF LOAN AGREEMENT

The City Council hereby authorizes acceptance of the offer of the Loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The City Council further agrees that the Loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 7

OUTSTANDING BONDS

The City has no outstanding bonds for which revenues of the System have been pledged for payment of the principal and interest thereon.

Section 8

AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The Mayor is hereby authorized and directed to execute all Loan documents, forms, supporting documents, and the Loan Agreement with the Illinois Environmental Protection Agency. The City Council may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 9

SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 10
REPEALER

All ordinances, resolutions, orders, or parts thereof which conflict with the provisions of this Ordinance, to the extent of such conflict are hereby repealed. This Ordinance shall be immediately in full force and effect after passage and approval.

Section 11
HOME RULE AUTHORITY

This Ordinance is passed in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution.

Section 12
EFFECTIVE DATE


This Ordinance shall be immediately in full force and effect after passage and approval.

This Ordinance was passed and deposited in the office of the City Clerk of the City of Calumet City this 11th day of February, 2021.

APPROVED by me this 11th
day of February, 2021.


Michelle Markiewicz Qualkinbush, Mayor

ATTEST:


Nyota T. Figgs, City Clerk

A resolution

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



Presented by Mayor Michelle Markiewicz Qualkinbush on February 11, 2021

WHEREAS, Firefighter Brian Bonic has served for the Calumet City Fire Department for 21 years and;

WHEREAS, throughout said years, Brian Bonic diligently and conscientiously pursued his duties in the best interests of the City; and

WHEREAS, the City of Calumet City appreciates the years he has devoted as a public servant of the community.

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

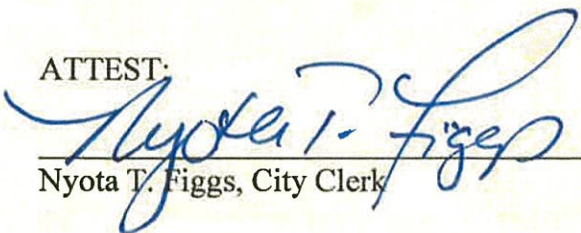
SECTION 1. That the City Council of the City of Calumet City does hereby extend its sincere appreciation of the services rendered by Brian Bonic.

SECTION 2. That the City Clerk be and she is hereby authorized and directed to forward a certified copy of this Resolution to Brian Bonic.

SECTION 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.


Michelle Markiewicz Qualkinbush, Mayor

ATTEST:


Nyota T. Figs, City Clerk

A resolution

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



Presented by Mayor Michelle Markiewicz Qualkinbush on February 11, 2021

WHEREAS, On January 13, 2021, Emanuel "Chris" Welch became the Speaker of the Illinois House of Representatives, and the first African-American Speaker in the history of the State of Illinois; and

WHEREAS, Emanuel "Chris" Welch was the Chief Sponsor of several pieces of historic legislation including the law bringing cursive writing back to our schools, the Historic Illinois Trust Act, the Law making Illinois a Welcoming State for immigrants, and the Homeless Bill of Rights; and

WHEREAS, Speaker Welch is also a leading voice for adding black and brown people to the boards of publicly held corporations after sponsoring landmark legislation that requires Illinois corporations to annually disclose their board composition; and

WHEREAS, Emanuel "Chris" Welch has been recognized with several significant awards for his legislative record including the prestigious Zeke Giorgi Award from the AFL-CIO and the Friend of Education Award from the Illinois Education Association; and

WHEREAS, For his work in school, education and civil rights law, Welch has been recognized as a Super Lawyer and one of Chicago's Leading Lawyers; and

WHEREAS, Emanuel "Chris" Welch graduated from Proviso West High School ('89), Northwestern University ('93), and The John Marshall Law School ('97), and is a 2016 inductee into the JMLS Wall of Fame; and

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

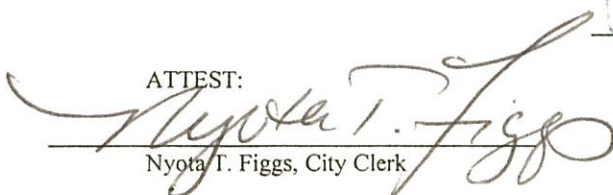
SECTION 1. That the City Council of the City of Calumet City does hereby congratulate House Speaker Emanuel "Chris" Welch on his historic selection as the first African-American Speaker of the House of Representatives in Illinois.

SECTION 2. That the City Clerk be and she is hereby authorized and directed to forward a Certified copy of this Resolution to Emanuel "Chris" Welch.

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 11th day of February, 2021.

ATTEST:


Nyota T. Figgs, City Clerk


Michelle Markiewicz Qualkinbush, Mayor

#5): A Resolution Regognizing Calumet City As An Age-Friendly Community: Best Practices

(Res. #21-09)

A Resolution Recognizing Calumet City As An Age-Friendly Community: Best Practices.

(See attached page 5A)

#6): A Resolution Of The City Of Calumet City, For Construction On State Highways

(Res. #21-10)

A Resolution Of The City Of Calumet City For Construction On State Highways.

(See attached page 5B)

#7): A Resolution Authorizing The Sale Of Property Commonly Known As 382-412 Torrence Avenue In The City Of Calumet City, Cook County, Illinois

(Res. #21-11)

A Resolution Authorizing The Sale Of Property Commonly Known As 382-412 Torrence Avenue In The City Of Calumet City, Cook County, Illinois

(See attached page 5C)

Adopt Ordinances and Pass Resolutions

Alderman Smith moved, seconded by Alderman Navarrete, to adopt ordinances and pass resolutions #1 - #7 as presented.

ROLL CALL

AYES: 6
NAYS: 0
ABSENT: 1

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

MOTION CARRIED

FINANCIAL MATTERS

#1): Approve yearly maintenance for all pole cameras through November 30, 2021

Approve yearly maintenance for all pole cameras through November 30, 2021; authorize the City Treasurer to remit payment to Complex Network Solutions in the amount not to exceed \$53,560.00 and to charge account #01099-52336.

#2): Approve purchase of car ticket printers for Police Department

Approve purchase of car ticket printers for Police Department; authorize the City Treasurer to remit payment to CDW-Government in the amount of \$6,391.90 and to charge account #01060-55114 (vehicle modems/cameras/computers)

#3): Approve yearly maintenance of the 2 hydraulic passenger elevators at the Police Department

Approve yearly maintenance of the 2 hydraulic passenger elevators at the Police Department; authorize the City Treasurer to remit payment to Schindler Elevator Corporation in the amount of \$5,329.20 and to charge account #01060-52345.

#4): Approve emergency demolition of 910 Williams due to unsafe, unsanitary conditions

Approve emergency demolition of 910 Williams due to unsafe, unsanitary conditions; authorize the City Treasurer to remit payment to JM Industrial Services, Inc in the amount of \$22,800.00 and to charge account #12507-52645 (2 estimates obtained; lowest proposal accepted).

**A RESOLUTION RECOGNIZING CALUMET CITY
AS AN AGE-FRIENDLY COMMUNITY: BEST PRACTICES**

Resolution No. 21-09

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 City is a member in good standing with the Metropolitan Mayors Caucus; and on September 9th, 2019, the Metropolitan Mayors Caucus Executive Board established an Age-Friendly Communities Collaborative to help communities become age-friendly and dementia-friendly; and

WHEREAS, the City is a friendly community with a rich heritage and strong desire to help others, and is desirous of welcoming and supporting its aging population, their families, caregivers, friends with understanding and awareness of the aging process and inclusion within the community; and

WHEREAS, as City residents stay healthier and active longer, the City is committed to adapting to the needs of changing demographics to serve the interest of the Calumet City Community and sustain economic and social vitality; and

WHEREAS, where we choose to live, our physical, social, and cultural environment, greatly impact how we live, and the City plays a critical role in helping residents live longer and better; and

WHEREAS, the City of Calumet City will be known as the first age-friendly community in the Southland Region of Cook County, Illinois; and

WHEREAS, the World Health Organization (WHO) has developed a global network of age-friendly cities and communities to encourage and promote public policies that will increase the number of cities and communities that support healthy aging and thereby improve the health, wellbeing, satisfaction, and quality of life for older Americans; and

WHEREAS, active aging is a life-long process, whereby an age-friendly community is not just "elder friendly" but also intended to be friendly for all ages; and

WHEREAS, the WHO has developed eight domains of community life that influence the health and quality of life of older people:

1. Outdoor spaces and buildings — accessibility to and availability as clean, safe community centers, parks, and other recreational facilities;
2. Transportation — safe and affordable modes of private and public transportation, "Complete Streets" types of initiatives, hospitable built environments;
3. Housing — wide range of housing options for older residents, aging in place and other home modification programs, housing that is accessible to transportation and community and health services;
4. Social participation — access to leisure and cultural activities; opportunities for older residents to participate in social and civic engagement with their peers and younger people;

5. Respect and social inclusion — programs to support and promote ethnic and cultural diversity, programs to encourage multigenerational interaction and dialogue, programs to combat loneliness and isolation among older residents;
6. Civic participation and employment — promotion of paid work and volunteer opportunities for older residents; opportunities for older residents to engage in formulation of policies relevant to their lives;
7. Communication and information — promotion of and access to the use of technology to keep older residents connected to their community and friends and family, both near and far;
8. Community support and health services — access to homecare services, clinics, programs to promote active aging (physical exercise and healthy habits); and


WHEREAS, the City is recognized as an age-friendly community, this Resolution will be included in its certification as an “AARP Livable Community” as part of AARP’s network of age-friendly states and communities; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Calumet City, be declared as the first age-friendly community of Southern Cook County, Illinois, and be it further resolved, that a suitable copy of this Resolution be maintained as a permanent record of the City of Calumet City to commemorate this momentous occasion.

APPROVED by the Mayor and City Council, Cook County, Illinois on this 11th day of February 2021.


Michelle Markiewicz Qualkinbush, Mayor

ATTEST:


Nyota T. Figgs, City Clerk

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

RESOLUTION

NUMBER 21-10

**A RESOLUTION OF THE CITY OF CALUMET CITY FOR
CONSTRUCTION ON STATE HIGHWAYS**

**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 2-11-21
Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park,
Illinois 60805**

RESOLUTION NO. 21-10

**A RESOLUTION OF THE CITY OF CALUMET CITY FOR
CONSTRUCTION ON STATE HIGHWAYS**

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 City desires to undertake in the years of 2021 and 2022, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street lights, traffic signals, sidewalk, landscaping, etc. on State highways within the City of Calumet City, why by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois; and

WHEREAS, any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois Department of Transportation and obtain a surety bond; however a municipal resolution may be issued in lieu of a surety bond for permit work performed by employees of a municipality; and

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) find it to be in the best interests of the health, safety and welfare of the City and its citizens to adopt a resolution for construction on state highways.

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: An individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the City or by a private person or firm under contract and supervision of the City. The City of Calumet City hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accident or otherwise by reason of the work which to be performed under the provision of said permit.

Section 3: All authorized officials of the City of Calumet City are hereby instructed and authorized to sign said working permit on behalf of the City of Calumet City.

Section 4: 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 5: All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6: This Resolution 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 11th day of February, 2021, 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)				
TOTAL	6		1	

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 11th day of February, 2021.

Michelle Markiewicz Qualkinbush
Mayor

ATTEST:

Nyota T. Figs, City Clerk

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

RESOLUTION

NUMBER 21-10

**A RESOLUTION OF THE CITY OF CALUMET CITY FOR
CONSTRUCTION ON STATE HIGHWAYS**

**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 2-11-21
Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park,
Illinois 60805**

RESOLUTION NO. 21-10

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CONSTRUCTION ON STATE HIGHWAYS**

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WHEREAS, the City desires to undertake in the years of 2021 and 2022, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street lights, traffic signals, sidewalk, landscaping, etc. on State highways within the City of Calumet City, why by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois; and

WHEREAS, any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois Department of Transportation and obtain a surety bond; however a municipal resolution may be issued in lieu of a surety bond for permit work performed by employees of a municipality; and

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) find it to be in the best interests of the health, safety and welfare of the City and its citizens to adopt a resolution for construction on state highways.

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: An individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the City or by a private person or firm under contract and supervision of the City. The City of Calumet City hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accident or otherwise by reason of the work which to be performed under the provision of said permit.

Section 3: All authorized officials of the City of Calumet City are hereby instructed and authorized to sign said working permit on behalf of the City of Calumet City.

Section 4: 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 5: All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6: This Resolution 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 11th day of February, 2021, 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)				
TOTAL	6		1	

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 11th day of February, 2021.

Michelle Markiewicz Qualkinbush
Mayor

ATTEST:

Nyota T. Figs, City Clerk

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

**RESOLUTION
NUMBER 21-11**

**A RESOLUTION AUTHORIZING THE SALE
OF PROPERTY COMMONLY KNOWN AS
382-412 TORRENCE AVENUE IN THE CITY OF CALUMET
CITY, COOK COUNTY, 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 Council of the City of Calumet City on 2/11/21
City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805**

RESOLUTION NO. 21-11

A RESOLUTION AUTHORIZING THE SALE OF PROPERTY COMMONLY KNOWN AS 382-412 TORRENCE AVENUE IN THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS

WHEREAS, the City of Calumet City is a municipal corporation duly organized and existing under the laws of the State of Illinois; and is a home rule unit of local government; and

WHEREAS, the City of Calumet City ("Calumet City") intends to sell the real property located within Calumet City which is commonly known as 382-412 Torrence Avenue, Calumet City, Illinois (PINs: 29-12-223-025 through 041) ("Subject Property"); and

WHEREAS, the Mayor and City Council of the City of Calumet City ("Calumet City") further desire to sell the Subject Property to a developer as further outlined below; and

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

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

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

SECTION 2: Subject to attorney review, the Mayor and City Council hereby authorize the sale of the Subject Property for a purchase price of One Hundred Thousand Dollars (\$100,000.00) substantially in accordance with the terms and conditions of the Real Estate Purchase Agreement between Calumet City and WSSS, LLC attached hereto as Exhibit "A" as determined by the Mayor.

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

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

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

SECTION 6: This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this 11th day of February 2021, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT
GARDNER	X			
NAVARRETE	X			
PATTON			X	
SMITH	X			
SWIBES	X			
TILLMAN	X			
WILLIAMS	X			
(MAYOR QUALKINBUSH)				
TOTAL	6		1	

APPROVED by the Mayor on February 11, 2021.


 Michelle Markiewicz Qualkinbush
 MAYOR

ATTEST:

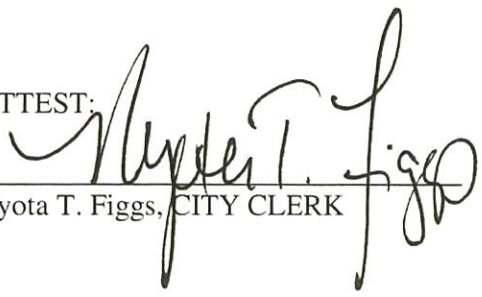

 Nyota T. Figgs, CITY CLERK

EXHIBIT "A"

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into as of the 11th day of February 2021, by and between the City of Calumet City, an Illinois home rule municipality ("Seller") and WSSS, LLC ("Buyer").

RECITALS

A. Seller currently holds title to a certain parcel of real estate which is commonly known as 382-412 Torrence Avenue, Calumet City, Illinois (PINs: 29-12-223-025 through 041) (the "Property") which is legally described on Exhibit "A" attached hereto and incorporated herein.

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

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

1. **Agreement to Purchase.** Seller agrees to sell, convey and assign or cause to be sold, conveyed and assigned to Buyer and Buyer agrees to purchase the Property and all rights, privileges, tenements, hereditaments, easements and appurtenances to the Property which is vacant land at the Closing.

2. **Purchase Price and Earnest Money.** The purchase price (the "Purchase Price") for the Property shall be the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) plus or minus prorations, as provided herein. Earnest Money of \$5,000 shall be tendered by Buyer to the Title Company (as hereinafter defined) to be held in escrow pursuant to the terms of a mutually acceptable escrow agreement.

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

4. **Time of Closing.** Subject to the conditions precedent contained in this Agreement, the consummation of the transaction (the "Closing") shall take place through an escrow arrangement with Chicago Title Company (the "Title Company") on or before the date that is thirty (30) days after the expiration of the Due Diligence Period (as hereinafter defined) or such other date as mutually agreed between Buyer and Seller at one of the Title Company's offices.

5. **Closing Escrow.** The transaction contemplated by this Agreement shall be closed through an escrow arrangement (the "Escrow") with the Title Company, in accordance with the provisions of the deed and money escrow then in use by the Title Company (the

"Escrow Agreement"), with such special provisions inserted in the Escrow Agreement as may be required to conform with the terms of this Agreement. The cost of the Escrow and the cost of the so-called "New York Style" closing, if any, and all other title costs shall be paid Buyer. Buyer and Seller shall make all deposits into the Escrow at the Closing.

6. Documents to be Delivered.

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

7. Title and Survey.

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

Not later than the Closing, Seller shall cause all exceptions contained in the Title Commitment, other than the Permitted Exceptions (i.e. those approved, in writing, by Buyer prior to the Due Diligence Date), to be removed from the Title Commitment or insured over in a manner acceptable to Buyer. In the event Seller fails or refuses to cure or commit to cure any of the exceptions other than the Permitted Exceptions, Buyer may elect to terminate this Agreement, whereupon Seller shall cause the Earnest Money, if any, to be immediately returned to Buyer. Buyer shall be responsible for all costs relating to the Title Commitment and Title Insurance including, but not limited to, any endorsements.

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

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

9. Conditions

- A. Zoning. Buyer's obligation to purchase the Property shall be contingent upon the Property's zoning classification allowing a Car Wash ("Intended Use") as a permitted use, or approval by the City of any variance or special use application submitted by Buyer and necessary for the Buyer's Intended Use.
- B. Due Diligence. Buyer will have a period commencing on the effective date of this Agreement and ending at 5:00 pm Chicago, Illinois time on the date that is 90 days thereafter (the "Due Diligence Period") to conduct any investigations pertaining to the Property that it deems necessary or appropriate. Buyer's obligation to purchase the Property will be contingent upon Buyer's determining (in its sole discretion) during the Due Diligence Period that it is satisfied with such investigations, including, without limitation (i) with the results of all environmental investigation, studies and tests completed by an environmental testing firm acceptable to Buyer; (ii) with the results of all soil and other site engineering investigations, studies and tests,

which Buyer deems appropriate; (iii) with all government approvals desired by Buyer to develop the Property; (iv) with it review of all documents provided to Buyer by Seller as outlined in Section 9(B)(1) of the letter of intent; (v) its review of the status of title to the Property. .

- C. Buyer will have received the City of Calumet's approval of Buyer's proposed monument signage at the Property.
- D. Buyer will have received a resolution (conditioned solely on Buyer's acquisition of the Property) from the City and/or Cook County, which is, in any event sufficient to confirm that the Property and Buyer's Intended Use qualifies for so called Class 8 treatment from Cook County as it relates to property taxes and assessments.

10. Covenants, Representations and Warranties.

- A. Seller covenants, warrants and represents, as the case may be, to Buyer as follows:
 - (1) Between the date of the execution of this Agreement and the Closing, Seller shall not, without first obtaining the written consent of Buyer, enter into any contracts or agreements or leases pertaining to the Property which would survive the date of Closing and be binding upon Buyer or the Property.
 - (2) At the time of Closing, Seller will own the Property free and clear of all liens, claims, encumbrances, and rights of others except for the Permitted Exceptions. Seller is not a party to any contract, lease, agreement or commitment to sell, convey, lease, assign, transfer or otherwise dispose of any portion or portions of the Property. Neither Seller nor any person or entity claiming by, through or under Seller has or will have, at any time or times prior to the Closing, done or suffered anything whereby any lien, encumbrance, claim or right of others has been or will be created on or against the Property or any part thereof or interest therein.
 - (3) As of the Closing and as conditions precedent to Buyer's obligation to close hereunder, except as created by this Agreement, there will be no obligations or liabilities of any kind or nature whatsoever, actual or contingent, including, but not limited to, any tax liabilities (other than non-delinquent general real estate taxes), contract liabilities or tort liabilities for which or to which Buyer or the Property will be liable or subject.
- B. This Agreement shall not be canceled or merged with the Closing. The representations, covenants and warranties contained in this Paragraph, are true, accurate and complete as of the date made, and shall be deemed remade as of the date of Closing and shall survive the Closing.

11. **Adjustments.** It is the parties understanding that the Subject Property is exempt from real estate property taxes. Therefore, Seller will not provide a real estate tax credit at Closing.

12. **Closing Costs.** Buyer shall pay all title charges and expenses of or relating to the Title Commitment, the Title Policy (including, without limitation, the title endorsements), and escrow charges imposed by the Title Company necessary to effectuate the sale contemplated by this Agreement.

13. **Brokers.** The parties mutually warrant and represent to each other that other than Glen Young, neither party has authorized any broker to act on its behalf in respect of the transactions contemplated hereby, and that neither has dealt with any broker in connection therewith. Seller shall pay any commission of fees due to Glen Young and indemnify Buyer from and against any claims that a commission is due to Glen Young. Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all claims, demands and lawsuits by any broker or other person for commissions or other compensation for bringing about the transactions contemplated hereby where such claim is based on the purported employment or authorization of such other broker or other person by Buyer.

14. **Remedies.**

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

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

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

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

18. **Notices.** Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (i) facsimile transmission, (ii) email, (iii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iv) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

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

To Sellers' Attorney: Matthew Byrne
Odelson, Sterk, Murphey, Frazier and McGrath, Ltd.
3318 West 95th Street
Evergreen Park, IL 60805
Fax: (708) 424-5829
Email: mbyrne@osmf.com

To Buyer: c/o Phillip DeGeratto
3309 Harvey
Berwyn, Illinois 60402
E-mail:
pdegeratto@buddybearcarwash.com

with a copy to: O'Rourke, Hogan, Fowler & Dwyer, LLC
10 South LaSalle, Suite 3700
Chicago, IL 60603
Attn: Kathleen O'Rourke Altier
Telephone: 312-739-3513
Email: kaltier@ohfdlaw.com

or such other address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be

deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted by email or facsimile transmission, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

19. **Approval by City Council.** This Agreement is contingent upon its approval by the Calumet City Council within sixty (60) days following the date of execution of this Agreement by Seller. In the event that the Calumet City Council fails to approve this Agreement, it shall be considered null and void whereupon the parties shall have no liability or duty to each other in connection with this Agreement.

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

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

22. **Binding Effect; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Buyer may, in its sole discretion and without the consent of Seller, assign its right, title, and interest in and to this Agreement to a designee that is an affiliate of or under common control with (i.e. an entity whose member or manager is Phillip DeGeratto) Buyer.

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

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

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

in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition, contingency or of the breach of any other provisions, term, covenant or warranty of this Agreement.

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

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

Seller:

Buyer:

City of Calumet City

WSSS, LLC, an Illinois limited liability company

By: 
Mayor Michelle Qualkinbush




EXHIBIT "A"
Legal Description

COMMONLY KNOWN AS: 382-412 Torrence Avenue, Calumet City, Illinois

PINs: 29-12-223-025 through 041

#5): Approve replacement of street light at Sibley & Ingraham

Approve replacement of street light at Sibley & Ingraham; authorize the City Treasurer to remit payment to Lyons-Pinner in the amount of \$6,374.52 and to charge account #04007-52449.

#6): Approve hotel/motel tax collected from October 16, 2020 through January 15, 2021 in accordance with Ordinance #02-21

Approve hotel/motel tax collected from October 16, 2020 through January 15, 2021 in accordance with Ordinance #02-21; authorize the City Treasurer to remit payment to the Chicago Southland Convention and Visitor' s Bureau in the amount of \$2,496.63 to be charged to account #01099-52696.

#7): Approve request to access Illinois Secretary of State Data for registered vehicles

Approve request to access Illinois Secretary of State Data for registered vehicles; authorized City Treasurer to remit payment to the Illinois Secretary of State in the amount of \$500.00 and to charge account #01099-52990

#8): Authorize the Mayor to execute a Deed in Lieu Agreement with the South Suburban Land Bank Development Authority to acquire 1719 River Oaks Drive (PIN 29-24-200-085)

Authorize the Mayor to execute a Deed in Lieu Agreement with the South Suburban Land Bank Development Authority to acquire 1719 River Oaks Drive (PIN 29-24-200-085); direct the City Treasurer to wire funds to Chicago Title in the amount of \$39,759.00 and to charge account #01085-55108.

#9): Approve bill listing

Approve bill listing (\$1,672,856.59)

#10): Approve emergency payments

Approve emergency payments (\$503.65)

#11): Approve payroll

Approve payroll (\$769,711.67).

Approve financial items #1- #11

Alderman Swibes moved, seconded by Alderman Smith, to approve financial items #1 - #11 as presented.

ROLL CALL

AYES: 6
NAYS: 0
ABSENT: 1

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

MOTION CARRIED

UNFINISHED BUSINESS

Thanking Alderman Gardner

Alderman Navarrete thanked 5th Ward Alderman Gardner for assistance with snow removal in the 1st Ward.

Happy Valentine's Day

Alderman Swibes with everyone a Happy Valentine's Day.

Happy Valentine's Day

Alderman Gardner wished residents a Happy Valentine's Day.

Senior Snow Removal

Alderman Gardner encouraged senior residents to call his office 708-891-8195 for snow removal needs.

Senior Snow Removal

Alderman Patton encouraged senior residents to call his office 705-891-8196 for snow removal needs.

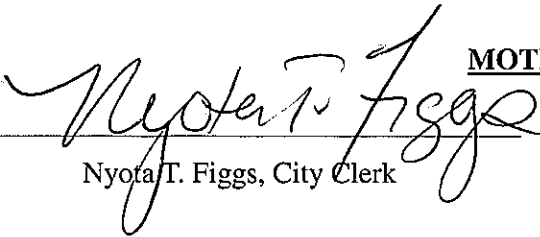
Senior Snow Removal

Alderman Smith encouraged senior residents to contact his office 708-891-8197 or asmith@calumetcity.org for snow removal needs.

ADJOURNMENT

Adjournment was at 6:18 p.m., on a motion by Alderman Williams, seconded by Alderman Gardner.

MOTION CARRIED



Nyota T. Figgs, City Clerk

/dys