

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

JULY 27, 2023

Public Comment

Joe Balkis 117 155th St. gave the definition of the word Budget.

Christina Joyner of 159th St. and Burnham Ave. thanked the Council for their efforts regarding the flooding; she then asked that the Council focus on the sewage issues in Calumet City.

Joe Briggs of Briggs Tree Service spoke about being a licensed Contractor in Calumet City for Tree Service removal and not being able to get any of the Calumet City contracts.

Residents from 123 155th St. live next door to a city owned property located at 155th and Wentworth; the resident reported that the house is falling apart over into their yard.

Christina Joyner of 159th St. and Burnham would like to get FEMA involved to help with the flooding.

Christina Joyner inquired about having her alley fixed.

Lewis Palmer of Manistee and Cleavland reported that his community has changed; the neighbors are not stopping at the stop signs and people ride through the block at 3 a.m. playing loud music.

Pledge Of Allegiance

The City Council of the City of Calumet City met in the City Chambers at 6:07 p.m. in a regular meeting on July 27, 2023 with Mayor Thaddeus Jones present and presiding.

ROLL CALL

PRESENT: 7

ALDERMAN: Navarrete, Wilson, Tillman, Williams, Gardner, Patton Smith

ABSENT: 0

ALDERMAN: NONE

Also present was City Treasurer Tarka, City Attorney Townsend, Assistant Chief Keith Kwiatkowski, Fire Chief Bachert, City Administrator Jaffrey, Deputy Clerk I Jessica Coffee, Val Williams, Public Works Commissioner Jerico Thomas, Director of Inspectional Service Sheryl Tillman

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

Approval of Minutes

July 10, 2023: Committee of the Whole Meeting
July 13, 2023: Regular City Council Meeting
July 17, 2023: Finance Committee of the Whole
July 18, 2023: Finance Committee of the Whole

Approval of Minutes

Alderman Smith moved, seconded by Alderman Williams to approve the minutes as presented.

REPORTS OF STANDING COMMITTEES

Finance

Alderman Gardner announced that the Council has approved the 2023- 2024 Budget. Alderman Gardner thanked the Council.

Public Safety

Alderman Williams announced that Calumet City Police Department is having a Night out with the Police on August 1st from 5:00 p.m. – 8:00 p.m. at the Calumet City Police Station

Public Utilities

Alderman Patton reported on the city’s Sewer Program and how residents can get involved.

Ord. & Res.

Alderman Tillman announced that he will be calling an Ordinance and Resolution Committee meeting next Thursday.

H.E.W

Alderman Wilson invited the city out to the Back to School Resource Fair on August 13th at Calumet Memorial Park from 11:00 a.m.- 4 p.m. Alderman Wilson encourages Highschool students to come out for the different programs that will be offered.

Permits & Licenses

Alderman Smith had no report.

Public Works

Alderman Navarrete had no report.

CITY COUNCIL REPORTS

Ald. Navarrete

Alderman Navarrete thanked the residents who came out to the 1st ward townhall meeting; he also thanked the VFW for allowing him to use their facility.

Ald. Wilson

Alderman Wilson thanked the Mayor, City Treasurer Tarka, John Kasperek and Alderman Gardner for getting the Council through Budget season. Alderman Wilson would like the second ward residents to reach out to her concerning their streetlights at (708)586-4996 or email Mwilson@calumetcity.org . Alderman Wilson acknowledged that Buddy Bear is a problem in the 2nd ward; she

would like for residents to call and complain.

Ald. Tillman

Alderman Tillman invited students to come out to the 7th annual Back to School Picnic sponsored by the 3rd ward, 4th ward, and the Mayor. Alderman Tillman announced that the 3rd and 4th ward meeting will be on August 7th at Downey Park at 6:30 p.m.

Ald. Williams

Alderman Williams gave honor to GOD. Alderman Williams would like to thank everyone who participated the Suit giveaway. Alderman Williams thanked all the residents that participated in the 4th ward's series of street meetings this past week. Alderman Williams announced he will not be at the 3rd and 4th ward meeting this month.

Ald. Gardner

Alderman Gardner would like residents to contact his office with any concerns. Alderman Gardner announced a Tax workshop that is being held on August 14th. Alderman Gardner thanked Public Works for the services they provide.

Ald. Patton

Alderman Patton requested residents call his office with any concerns or issues at (708)891-8196.

Ald. Smith

Alderman Smith thanked residents for coming out to the 7th ward townhall meeting at DA's Banquet Hall. Alderman Smith would like for residents to continue to report any concerns to his office.

INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

A. Training Program

RE: Highway Construction Careers Training Program.

B. CEDA Water Billing Report

RE: CEDA Water Billing Report dealing with water bill payments to residents in the amount of \$76,865.28 of savings to Calumet City residents.

C. Letter of Commendation

RE: Letter of commendation from Calumet City Resident commending Officer Henderson on his bravery and support during a serious incident.

D. Letter of Commendation

RE: Letter of commendation from a Calumet City resident commending Director Sheryl Tillman, Asst Directory Ed Evans and Inspector Rogers for their assistance in acquiring the business license and project.

E. Letter of Commendation

RE: Letter from Deputy Fire Chief Bendinelli commending the entire Public Works Department, ESDA and Police Department

on the exceptional work done with the July 05, 2023 storms and response to our residents.

F. Proclamation from Governor J.B. Pritzker

RE: Proclamation from Governor J.B. Pritzker declaring Cook County and the Calumet City area a disaster due to the STORM EVENT THAT OCCURRED ON June 29, 2023 THROUGH July 4, 2023. Residents should go to the website to follow the instructions for possible assistance.

G. Grant Award

RE: Letter from Cook County President, Tony Preckwinkle announcing a \$300,000 invest in cook grant award to the City of Calumet City.

H. Property Tax Assessment

RE: Report from Cook County Assessor Fritz Kaegi on property tax assessments for the County and the City of Calumet City.

Approval of Informational Items to be Accepted And Placed on File

Alderman Wilson moved seconded by Alderman Gardner to approve informational items to be accepted and placed on file.

MOTION CARRIED

NEW BUSINESS

#1: Approve Sidewalk Replacement Contractor

Approve awarding of the contract for the 2023 Sidewalk Replacement Program in the estimated amount of \$117,657.90 to Davis Concrete Construction Co.

Approval of Sidewalk Replacement Contractor

Alderman Williams moved seconded by Alderman Smith to award the 2023 Sidewalk Replacement Program contract to Davis Concrete Construction Co.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

#2: Approve Proposal for MWM

Approval of the attached proposal for MWM Consulting Group, 55 East Jackson Blvd, Suite 1000, Chicago, IL 60604 in an amount not to exceed \$6,500.00 for the fiscal year ending 04/30/2023 & \$3,500.00 for fiscal year ending 04/30/2024 for the purpose of performing OPEB (Post-Retirement Healthcare Plan) Actuarial Services for Calumet City required by the Government Standards

(GASB) and authorize the City Treasurer to Sign and execute any necessary documents. Payments are to be made from expense account 01099-52610 Auditing/Accounting.

#3: Approve Block Barricades

Approve 600 Memorial Block Party with 600 Memorial block barricades from 8A-8P.

#5: Approve RFQ for Towing

Approval to direct our City Attorneys, City Engineers, and Chief of Police to issue an RFQ for towing services for the City of Calumet City.

Approval of New Business Items 2,3,5

Alderman Williams moved seconded by Alderman Smith to approve New Business Items 2,3,5.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

#4: Table Drafting of Ordinance

Table directing our city attorney to draft an ordinance prohibiting investors, LLC and any person from purchasing more than one vacant home for the purposes of investment.

#6: Table JOC program

Table the approval of the JOC program with AshLaur Construction to evaluate and manage our public works systems.

Table New Business Items 4&6

Alderman Williams motioned seconded by Alderman Wilson to table new business items 4 and 6.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

BUILDING PERMITS

Privacy Fence

- 650 Price Privacy 1st Ward
- 521 Harrison Privacy 1st Ward
- 506 Exchange Privacy 2nd Ward
- 621 Calhoun Privacy 2nd Ward
- 332 Merrill Privacy 3rd Ward
- 1393 Stanley Privacy 6th Ward
- 539 Calhoun Privacy 2nd Ward

Approve Building Permits

Alderman Wilson moved, seconded by Alderman Smith, to approve the building permits as presented, contingent upon the Alderman of the perspective ward.

MOTION CARRIED

RESOLUTIONS AND ORDINANCE

Res. #1 Amending Redevelopment

Resolution authorizing the execution of an amended redevelopment and economic incentive agreement with JCCL Community Development Corporation, Inc.
(See attached page 6A)

(Res.#23-32)

Res. #2 Approving a Purchase and Sale Agreement

Resolution approving a purchase and sale agreement for the purchase of 43 155th Street, Calumet City, Illinois.

(Res. # 23-33)

(See attached page 6B)

Res. #3 Acknowledging the Life Of Marshaun Nazir Hill

Resolution acknowledging the royal life of Marshaun Nazir Hill

(Res.# 23-34)

(See attached page 6C)

ROLL CALL

YEAS: 6

ALDERMEN: Navarrete, Wilson, Tillman, Gardner, Patton, Smith

NAYS: 0

ALDERMEN: None

ABSENT: 0

ALDERMEN: None

PRESENT: 1

ALDERMEN: Williams

MOTION CARRIED

Motion for Closed Session

Alderman Gardner moved, seconded by Alderman Williams to enter Closed Session.

MOTION CARRIED

Executive Session

The City Council met in closed session from 7:00 p.m. to 7:18 p.m.

Returned to the Regular Order of Business

Alderman Smith moved, seconded by Alderman Wilson to return to the regular order of business at 7:18 p.m.

FINANCIAL MATTERS

#1: Payment to Calumet City Plumbing

Approve cost payable to Calumet City Plumbing for invoice# 58486, in the amount of \$7,528.30. Please direct City Treasurer to remit

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

RESOLUTION NUMBER 23-32

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED
REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT WITH JCCL
COMMUNITY DEVELOPMENT CORPORATION, INC.**

**THADDEUS JONES, Mayor
NYOTA T. FIGGS, City Clerk**

**DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
DEANDRE TILLMAN
RAMONDE WILLIAMS
MONET WILSON**

Aldermen

**Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet
City on April 27, 2023**

Prepared by Peterson, Johnson & Murray Chicago LLC, Chicago, Illinois 60606

RESOLUTION NO. 23-32

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT WITH JCCL COMMUNITY DEVELOPMENT CORPORATION, INC.

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the City of Calumet City, Cook County, Illinois (“City”), with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City previously approved a Redevelopment and Economic Incentive Agreement (“Agreement”) with the JCCL Community Development Corporation, Inc. (“Developer”), for the redevelopment of a certain parcel of real property that is located in the City, commonly known as 308 Torrence Avenue, Calumet City, Illinois (the “Property”); and

WHEREAS, counsel for the City and the Developer sought to modify the language of the Agreement to clarify the City’s option to repurchase the Property should the redevelopment not be completed, as contemplated by the Agreement, a copy of the Amended Agreement is attached hereto as Exhibit A; and

WHEREAS, all other material terms of the Agreement remain the same; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the approval of the Amended Redevelopment Agreement with the Developer will promote the public health, safety, and welfare and serve the best interests of the City and its residents.

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

SECTION ONE: The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Ordinance as if fully set forth in this Section One.

SECTION TWO: The Mayor and City Council of the City of Calumet City authorize and direct the Mayor and City Clerk to execute and seal, on behalf of the City, the Amended Redevelopment Agreement, attached hereto as Exhibit A, only after receipt of at least three fully executed copies of the Amended Redevelopment Agreement by Developer.

SECTION THREE: The City Clerk is hereby directed to record a certified copy of this Resolution, together with the Amended Redevelopment Agreement in the Office of the Cook County Recorder against the Redevelopment Property. Developer will bear the full cost for such recordation.

SECTION FOUR: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FIVE: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed Resolution in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION SIX: The City Clerk shall publish this Resolution in pamphlet form.

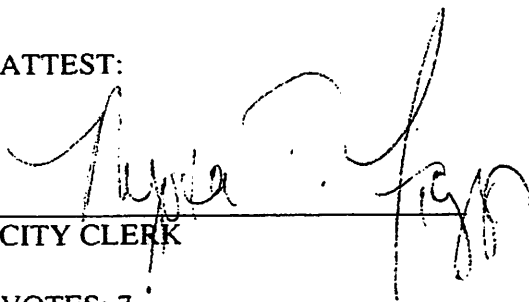
SECTION SEVEN: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 27th DAY OF JULY, 2023



Thaddeus Jones, MAYOR

ATTEST:



CITY CLERK

VOTES: 7

AYES: Navarrete, Wilson, Tillman, Gardner, Patton, Smith

NAYS: None

ABSENT: None

ABSTAIN: None

PRESENT: Williams

EXHIBIT A

Amended Redevelopment Agreement

***AFTER RECORDING
RETURN TO:***

Dominick L. Lanzito
Peterson Johnson & Murray, LLC
200 W. Adams Street, Suite 2125
Chicago, Illinois 60603

This Space for Recorder's Use Only

**AMENDED REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT BY
AND BETWEEN CITY OF CALUMET CITY
AND JCCL COMMUNITY DEVELOPMENT CORPORATION, INC.**

THIS AMENDED REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT ("**Agreement**") is made and entered into this ___ day of June, 2023 ("**Effective Date**"), by and between the **CITY OF CALUMET CITY**, an Illinois home rule municipality ("**City**"), and **JCCL COMMUNITY DEVELOPMENT CORPORATION, INC.**, an Illinois not-for-profit corporation ("**Developer**"). (For convenience, the City and Developer may be referred to individually as a "**Party**" and collectively as the "**Parties**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule powers, the parties agree as follows:

SECTION 1. RECITALS.

A. The City is a home rule unit of local government by virtue of the provisions of the Illinois Constitution of 1970.

B. The City is the owner of a certain parcel of real property that is located in the City, commonly known as 308 Torrence Avenue, Calumet City, Illinois (the "**Property**"), which Property is legally described in **Exhibit A**.

C. The Developer proposes to purchase the Property from the City to reconstruct the building for a permanent facility to administer programs, conduct business meetings and other events for members of JCCL and Nu Pi Chapter of Omega Psi Phi Fraternity, Inc. ("**Redevelopment Project**") as depicted in Exhibit B. Developer's project will proceed as follows:

1. The improvements on the Property will include a complete renovation including an exterior facelift by sandblasting the brick, replacing and adding windows, enhancing the front door entry point, repair and replacement for the stairs.
2. The interior replacements will include reconfiguration of the space, HVAC, plumbing, and electrical updates.
3. The Developer plans to repave the parking lots and lots and improve the landscaping of the Property.

D. It is estimated that the cost of the Property improvements contemplated by the Developer will be approximately \$70,000.

E. The Property is currently located in the Calumet Region Enterprise Zone and designated as an area by the City and approved by the Cook County Assessor for Class 8 property tax incentives to promote redevelopment projects ("**Incentives**"). The Developer desires to obtain the Incentives for the Property.

* All defined terms initially appear in bold and italics and thereafter as capitalized words and phrases throughout this Redevelopment Agreement. They shall have the meanings set forth in the preamble, in Section 2, and elsewhere in this Redevelopment Agreement.

F. The Developer requires economic development assistance to undertake the Project because the costs of the constructing the Redevelopment Project exceeds the Developer's ability to realize a reasonable return on its investment and be viable and competitive business in the City.

G. The City and the Developer desire that the Property be developed and used only in compliance with this Agreement.

H. The City seeks to promote new investment, as part of its economic development strategy, that creates new job opportunities for City residents and sources of revenue for the City.

I. It is anticipated the improvements proposed by Developer will create additional employment opportunities in the City and increase the City's tax base.

J. The City is willing to assist the Developer by (i) approving of Enterprise Zone incentives for the Property as of the Effective Date and (ii) obtaining the Class 8 incentive for the Property as of the Effective Date, provided it receives the assurances from the Developer as set forth in this Agreement.

SECTION 2. DEFINITIONS.

"Building Code": Chapter 14, entitled "Buildings and Building Regulations", of the City of Calumet City Municipal Code, as it has been amended and may in the future be amended.

"Calumet Region Enterprise Zone Incentive": Created to stimulate development in the Chicago Southland region. The Zone combines State and local incentives to assist businesses in locating and or expanding for businesses located in commercial and industrial zoning or residential units of 12 or greater remaining under one ownership. The incentives include sales tax abatement on building materials, discount on local building permit fees, abatement of municipal portion of real estate taxes for five years, investment tax credit, sales tax exemption for manufacturing machinery and equipment sales tax, utility and telecommunications tax exemption on gas and electricity. All incentives are subject to the approval of Calumet Region Enterprise Zone, who is responsible for administering the Enterprise Zone incentives.

"Class 8 Property Tax Incentive": Established by the Cook County Real Property Assessment Classification Ordinance, it is designed to encourage industrial and commercial development in areas of the County which are experiencing severe economic stagnation. Class 8 is structured to permit the Cook County Assessor, upon application of a local governing body, to certify such areas are in need of substantial revitalization. Within an eligible Class 8 area, all subsequent new construction, substantial rehabilitation or reutilization of abandoned buildings, developed or reoccupied for industrial or commercial use, may qualify for the Class 8 Incentive which reduces the assessment level for a period of twelve years from the date that new construction or substantial rehabilitation is completed and initially assessed.

"Corporate Authorities": The Mayor and City Council of the City.

"Force Majeure": Matters which are outside the reasonable control of the party claiming such event, including strikes, lockouts, riots, acts of God, pandemic (including governmental shutdown or closure orders associated therewith), shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party or other factors beyond a party's reasonable control and reasonable ability to remedy and shall specifically include any event in which (i) Developer, (ii) the City, (iii) any other government authority reasonably necessary to effectuate the performance of Developer or City under this Agreement or (iv) third-party service providers and agents of either or both of Developer or City (such as contractors, material suppliers, or Developer's or the City's attorneys) are delayed, hindered, or prevented from performing any act required under the Agreement or reasonably necessary to effectuate such performance, by reason of a government or other closure, delay, or inability to perform because of or attributable to the outbreak of COVID-19 or other health related pandemic or local, regional or national health crisis (each a "**Force Majeure Event**").

"Person": Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

"Property": Refers to the Property legally described in *Exhibit A*.

"Redevelopment Project": Developer's plans and specifications for the redevelopment of the Property.

"Requirements of Law": All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

"Site Plan": The site plan of the Property prepared by _____, consisting of _____ sheets, with latest revision date of _____, a copy of which is attached to this Agreement as *Exhibit B*.

"Zoning Ordinance": Appendix B, entitled "The Zoning Ordinance of the City of Calumet City" of the Municipal Code of the City of Calumet City, as amended.

SECTION 3. MUTUAL ASSISTANCE.

A. **Documents**. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as well as the adoption of such ordinances and resolutions, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.

B. **Governmental Approvals**. The Parties will cooperate fully with each other in implementing the provisions and terms of this Agreement and in seeking and obtaining from any or all appropriate governmental bodies, whether federal, state, county or local, any required permits, entitlements and approvals for the Redevelopment Project, for the provision of public and

private utility services to Redevelopment Property, and the demolition and clearance of blighted improvements on the Existing Property.

C. City Approvals. The City will issue all permits and approvals necessary or desirable for the Redevelopment Project and demolition and clearance of blighted improvements, including, without limitation, demolition, building and other permits and certificates of occupancy, provided that the Developer applies and receives approval (which approval the City will not unreasonably withhold, delay or condition) for all permits and approvals required under applicable City codes, ordinances, standards, rules, and regulations, as the same may be amended from time to time, and other Requirements of Law; provided, further, that the City has the right to reasonably withhold any building permit or certificate of occupancy at any time Developer is in violation of, or is not in full compliance with, any term of this Agreement until such time as Developer is in compliance with this Agreement or any violation is cured. The Parties agree to execute all documents and other instruments reasonably required by Developer's lender in connection with the financing of the development and construction of the Redevelopment Project.

SECTION 4. CONVEYANCE OF THE PROPERTY.

A. Conveyance of the Property.

1. Liens. From and after the Effective Date until the termination of this Agreement or the conveyance of the Property, the City agrees not to convey, lease, assign or transfer fee of leasehold title to the Property to any person or entity to encumber the Property with any liens, mortgages, or any other agreements, memoranda, understandings or contracts, whether recorded or unrecorded, regarding the Property with any liens, mortgages, or any other agreements, memoranda and understandings or contracts, whether recorded or unrecorded regarding the Property without the express written consent of Developer. The City warrants that at the time of conveyance of the Property to the Developer there are not liens in favor of the City on the Property.
2. Conveyance. Following the approval by the City Council of the approval for the Redevelopment Project and subject to the terms of this Agreement, the City will convey to Developer and Developer agrees to acquire from the City, absent a Force Majeure Event, the fee simple interest in the Property in "as is, where is" condition together with all privileges, rights and appurtenances thereto as listed in *Exhibit A*. Subject to the requirements of Section 11 of this Agreement, Developer may direct the City to convey title to the Property to any affiliate, subsidiary or assignee of Developer.
3. Purchase Price. Developer will pay a discounted purchase price ("***Purchase Price***") for the City Owned Property in an amount equal to Eight Thousand Dollars (\$8,000). The Purchase Price, when due, will be payable in cash by cashier's check or bank

check or by wire transfer providing immediately available funds to a City specified account.

4. Deed and Conveyed Interest. Upon payment of the Purchase Price, the City will convey the Property in the form of a Quit Claim Deed in *Exhibit C* ("*Form of Quit Claim Deed*")

SECTION 5. REDEVELOPMENT OF THE REDEVELOPMENT PROJECT.

A. Development Control Documents. Developer will construct or cause to be constructed the improvements on the Redevelopment Property, as described in Section 1.D of this Agreement. The improvements will be made with materials consistent with the requirements of the City's Building Code and construction standards, subject to all necessary regulatory approvals of the final building and site plans by the City, which approvals the City shall not unreasonably withhold, delay or condition. The improvements described in Section 1.C of this Agreement will be constructed in substantial compliance with the following plans, documents, specifications, ordinance, and regulations:

1. "*Site Plan*": The site plan of the Property prepared by _____, consisting of 1 sheet, with latest revision date of _____, a copy of which is attached to this Agreement as *Exhibit B*;
2. This Agreement;
3. The City's Zoning Ordinance;
4. The City's Building Code; and
5. The other Requirements of Law.

B. Permit Applications. Absent a Force Majeure Event, Developer will submit or cause to be submitted:

1. a complete application for all necessary permits for demolition and clearance of blighted improvements on the Property no later than _____; and
2. complete applications for all necessary permit for the construction on the Property, as well as ancillary site improvements and landscaping, no later than _____.

C. Schedule for Completion of Redevelopment Project; Certificate of Occupancy. The Redevelopment Project work will be completed by Developer and made ready for inspection,

approval, and any required acceptance by the City, in accordance with the schedule attached to this Agreement as *Exhibit D ("Construction Schedule")*. Developer will be allowed extensions of time beyond the completion dates required by the Construction Schedule only for delay caused by Force Majeure. Developer will, within two days after it becomes aware that any unavoidable delay has commenced and again within two days after the delay terminates, give notice to the City for its review and approval of the delay, the cause for the delay, the period or anticipated period of the delay, and the steps taken or to be taken by Developer to mitigate the effects of the delay. Any failure of Developer to give the required notice will be a waiver of any right to an extension of time for any delay. Subject to Force Majeure, as described in Section 2 of this Agreement, Developer will complete the Redevelopment Project and submit an application for a certificate of occupancy from the City in accordance with the Construction Schedule ("*Occupancy Date*").

SECTION 6. GENERAL STANDARDS FOR REDEVELOPMENT PROJECT.

A. **Redevelopment.** Developer will undertake the Redevelopment Project in substantial compliance with the project scope, site plans, architectural plans and elevations, engineering plans, and plats, as appropriate, submitted to and approved by all necessary City commissions, boards, and departments, and which approved plans and plats. Developer will at all times acquire, install, construct, operate and maintain the Redevelopment Project in material compliance with all applicable City, state, and federal laws, ordinances, rules, and regulations, including, without limitation, the Zoning Ordinance, Building Code, and other Requirements of Law, as the same may be amended from time to time.

B. **General Standards.** Developer will complete the construction of the improvements on the Redevelopment Project in a good and workmanlike manner. All materials used for construction of the Redevelopment Project will be new and of first-rate quality.

C. **Easements.** Utility and enforcement easements shall be granted to the City and other governmental bodies and utility services over, on, and across the Redevelopment Project for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

D. **Damage to Public Property.** Developer will maintain the Redevelopment Project and all streets, sidewalks, and other public property in and adjacent to the Redevelopment Project in a reasonably good and clean condition at all times during development and construction of the Redevelopment Project. Further, Developer will promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Redevelopment Project by Developer or any agent of or contractor hired by, or on behalf of, Developer, and will repair any damage that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer. If, within one day after the City gives Developer notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Redevelopment Project by Developer or any agent of or contractor hired by, or on behalf of, Developer, Developer neglects to clean, or undertake with due diligence to clean, the affected public property, subject to any Force Majeure Event, then the City will be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from Developer a per hour charge based on the City's most current effective prevailing wage rates, in

accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.10 *et seq.*, multiplied by the number of personnel reasonably required to perform the cleaning.

E. Final Inspections and Approvals. When Developer determines that any portion of the Redevelopment Project has been properly completed, Developer will request final inspection, approval, and, as appropriate, acceptance of the improvements by the City. The notice and request will be given sufficiently in advance to allow the City time to inspect the improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date. Developer will promptly make all necessary repairs and corrections as specified on the punch list. The City will not be required to approve or accept any improvement until all of the improvements, including without limitation all punch list items, have been fully and properly completed.

F. Issuance of Building and Occupancy Permits. The City will have the absolute right to withhold any building permit or certificate of occupancy at any time Developer is in violation of, or is not in full compliance with, any term of this Agreement.

G. Completion of Construction. If, subject to any Force Majeure Event, Developer fails to diligently pursue all construction, as required in, or permitted by, Sections 4 and 5 of this Agreement, to completion within the time period prescribed in the building permit or permits issued by the City for the construction, and if the building permit or permits are not renewed within three months after expiration, Developer will, within 30-days after written notice from the City secure the Property to ensure that the Property is not open and dangerous, remove any partially constructed or partially completed buildings, structures, or improvements from the Property. If the Developer fails or refuses to remove the buildings, structures, and improvements as required, then the City shall have, and is hereby granted, in addition to all other rights afforded to the City in this Agreement and by law, the right, at its option, to demolish and/or remove any of the buildings, structures, and improvements, and the City shall have the right to charge the Developer an amount sufficient to defray the entire cost of the work, including without limitation legal and administrative costs. . If Developer fails to secure the Property to ensure that the Property is no longer open and dangerous, then the City will have, and is hereby granted, in addition to all other rights afforded to the City in this Agreement and by law, the right, at its option, the right to secure the Property and the City will have the right to charge Developer an amount sufficient to defray the entire cost of the work, including without limitation legal and administrative costs

G(a). City's Re-purchase Option. It is agreed and understood by the Parties hereto, that the City has agreed to sell the Property to Developer based on the Developer's representation(s) that the Developer will be responsible for developing the Property as set forth in Section I, and not for the purpose of re-selling the Property to a third-party prior to commencing and completing the construction of this Project. Thus, If the Developer fails to complete 75% of all construction of the improvements set forth in Section I, within two (2) years of acquiring the Property from the City, and any and all other improvements as required within this Development Agreement, public or otherwise, then, in addition to all other rights available to the City at law or in equity, the City shall have the sole, exclusive right and Option to Re-purchase the Property at the purchase price of \$8,000, plus the reasonable cost of any improvements to the Property, regardless of whether the inability to pursue and construct said improvements were within the control of the City, Developer,

or some other third party. The closing under the City's Re-Purchase Option, shall occur within 30-days of the City's notice to the Property Owner that Seller intends to exercise the Option.

H. Designated Traffic Routes. The City may designate routes of access to the Redevelopment Project for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes will not unduly hinder or obstruct direct and efficient access to the Redevelopment Project for construction traffic. Developer will keep all routes used for construction traffic free and Redevelopment Project of mud, dirt, debris, obstructions, and hazards and will repair all damage caused by the construction traffic. The City also may designate from time to time temporary construction haul roads on and to the Redevelopment Project that will be located and constructed in a manner acceptable to the City Engineer.

I. Parking. All construction vehicles, including passenger vehicles, and construction equipment shall be parked within the Redevelopment Project or in areas designated by the City.

SECTION 7. CITY SUPPORT FOR INCENTIVE; DEFAULT; RECAPTURE; VACATION.

A. City Support. The Corporate Authorities hereby support and consent to the Incentive for the Redevelopment Property, and in approving this Agreement the Developer acknowledges and agrees that the Corporate Authorities' support for its Class 8 application for the Redevelopment Project with Cook County is expressly subject to it substantially adhering to all obligations, terms, and conditions of this Agreement.

B. Effect of Default. If Developer fails to complete its obligations described in this Agreement, the Corporate Authorities may, in their sole and absolute discretion, file necessary documentation with Cook County to repeal the Incentive for the Redevelopment Property.

C. Repeal and Recapture. If Cook County repeals the Incentive for the Redevelopment Property, then, from the Effective Date of this Agreement until the date of the repeal, Developer will make annual payments to the City that equal the difference between the amount of real estate taxes that would have been received on the Redevelopment Property in each year absent the Incentive and the amount of real estate taxes actually received on the Redevelopment Property during that year (each, a "***Default Payment***") for the twelve year period of the Class 8 Incentive.

D. Vacation. In the event Developer or its successors or assignees materially ceases to do business at or otherwise vacates or abandons the Property, or any portion thereof, and there is no party then in possession of the Property or the vacated portions thereof (each, an "***Act of Vacation***"), Developer will immediately file all necessary documentation with Cook County to cause the Incentive to be repealed.

SECTION 8. INSURANCE AND INDEMNIFICATION.

A. Developer's Risk Prior to Completion. Prior to completion of the Redevelopment Project, Developer will keep in force at all times builders risk and liability insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Redevelopment Project (including on-site stored materials), all as to work by Developer. The insurance required under this Subsection 8.A will be issued by companies properly licensed by the State of Illinois and reasonably satisfactory to the City. The insurance required under this Subsection 8.A will name as the City as an additional insured. All such policies will contain a provision that the same will not be canceled or modified without 30-days prior written notice to the City.

B. City Review. Developer acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Redevelopment Project, or demolition and removal of the blighted improvements from the Property, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Redevelopment Project, or demolition and removal of the blighted improvements from the Property, and that the City's review and approval of those plans and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure Developer, or any of its successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

C. City Procedure. Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge the City's approval on the grounds of any procedural infirmity or of any denial of any procedural right, including any such procedures modified according to the requirements of Section 7(e) of the Illinois Open Meetings Act, 5 ILCS 120/7(e), enabling the City, and other units of local government, to conduct public business remotely.

D. Indemnity. The Developer agrees to, and does hereby, hold harmless and indemnify the City, all City commissions, boards, public bodies, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (collectively, "*Indemnitees*"), from any and all claims that may be asserted at any time against any of them in connection with (i) the City's review and approval of any plans for the Redevelopment Project or demolition and removal of the blighted improvements from the Property; (ii) the issuance of any approval, permit, certificate, or acceptance for the Redevelopment Project, or demolition and removal of the blighted improvements from the Property; and (iii) the development, construction, maintenance, or use of any portion of the Redevelopment Project, or demolition and removal of the blighted improvements from the Property; to the maximum extent permissible by law;

SECTION 9. ENFORCEMENT.

The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. In addition to

every other remedy permitted by law for the enforcement of the terms of this Agreement, the City shall be entitled to withhold the issuance of building or demolition permits or certificates of occupancy for any and all buildings and structures within the Redevelopment Project or demolition and removal of the blighted improvements from the Property at any time when Developer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section 9, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 10. FEES, DEDICATIONS, DONATIONS, AND CONTRIBUTIONS.

A. Negotiation and Review Fees. The City has agreed to waive all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law. In addition, the City will waive all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the City's review and processing of plans for the redevelopment and renovation of the Redevelopment Project, or the demolition and clearance work on the Property and in connection with the negotiation, preparation, consideration, and review of this Agreement.

B. Other City Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the City will waive all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

All obligations assumed by Developer under this Agreement will be binding on and inure for the benefit of Developer personally, on any and all of Developer's successors, and assigns, and on any and all of the respective successor legal or beneficial owners, lessees, or sublessees. To assure that Developer's successors, and assigns, and successor owners, lessees, or sublessees have notice of this Agreement and the obligations created by it, Developer will:

1. Deposit with the City Administrator, contemporaneously with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement in the office of the Recorder of Cook County; and
2. Notify the City in writing at least 30 days prior to any date after which Developer transfers its interest in all or any part of the Redevelopment Project to any Person not a party to this Agreement; and
3. Incorporate, by reference, this Agreement into any and all real estate sales, lease, or sublease contract to any Person not a party to this Agreement; and
4. Require, prior to the transfer all or any part of its interests in the Redevelopment Project to any Person not a party to this Agreement, the

transferee to execute an enforceable written agreement, in substantially the form attached to this Agreement as *Exhibit E*, agreeing to be bound by this Agreement ("*Transferee Assumption Agreement*"), and to provide the City, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the City may require;

The City agrees that after a successor becoming bound to the personal obligation created in the manner provided in this Agreement, the personal liability of Developer will be released and terminated. The failure of Developer to provide the City with a fully executed copy of a Transferee Assumption Agreement required above by the transferee to be bound by this Agreement and, if requested by the City, before completing the transfer will result in Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for those obligations as a successor to Developer.

SECTION 12. DEVELOPER REPRESENTATIONS.

Developer hereby represents and warrants to the City as follows:

A. As of the date of execution of this Agreement, Developer is financially solvent, able to pay its debts as they mature, and able to perform the obligations hereunder, and will promptly give written notice to the City of any material adverse change in the financial condition of Developer which would have an adverse effect on the execution, delivery, performance, or enforceability of this Agreement;

B. Developer is authorized to do business in, and is in good standing in, the State of Illinois;

C. Except for only those representations, statements, or promises expressly contained in this Agreement, no representation, statement, or promise of any kind whatsoever by the City, its officials, agents, or employees has induced Developer to enter into this Agreement or has been relied on by Developer; No proceeding of any kind including, without limitation, litigation or arbitration, whether judicial or administrative, is pending or, to its knowledge, threatened against Developer or contemplated by Developer which would under any circumstance have any material adverse effect on the execution, delivery, performance, or enforceability of this Agreement. As of the date of execution of this Agreement, Developer has not received notice, and does not to its knowledge have a reasonable basis for believing that Developer or any of its corporate officers is the subject of any of the proceedings identified in the following subparts having a material adverse effect on the execution, delivery, performance or enforceability of this Agreement: (i) criminal action, complaint, or investigation pertaining to any felony charge, or (ii) any civil action or claim, predicated on alleged acts of antitrust violations, business fraud, or class discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation;

D. Developer shall provide prompt notice to the City whenever Developer obtains knowledge that any of the representations or warranties contained in this Section 8 ceases to be true or correct.

SECTION 13. CITY REPRESENTATIONS.

The City hereby warrants and represents to Developer as follows:

A. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the City to execute, deliver, and perform this Agreement;

B. No proceeding of any kind, including, without limitation, litigation or arbitration, whether judicial or administrative, is pending or threatened against or contemplated by the City which would under any circumstances have any material adverse effect on the execution, delivery, performance, or enforceability of this Agreement.

SECTION 14. TERM.

This Agreement will be in full force and after of the later to occur of (1) the Effective Date until the earlier to occur of (a) expiration of the Incentive for the Redevelopment Property or (b) expiration of any extension period for the Incentive for the Redevelopment Property.

SECTION 15. MISCELLANEOUS.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 15.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Calumet City
ATTN: Donald J. Aleksy, Director
Community & Economic Development
204 Pulaski Road
Calumet City, IL 60409
(708) 891-8100 x 8985
dalesky@calumetcity.org

With a copy to:

Dominick L. Lanzito
Peterson Johnson & Murray, LLC
200 W. Adams Street, Suite 2125
Chicago, Illinois 60603
Email: dlanzito@pjmlaw.com

Notices and communications to Developer shall be addressed to, and delivered at, the following address:

JCCL Community Development Corporation, Inc.
Don Hoard
8727 S Blackstone Ave
Chicago, IL 60619
E-mail: Don.Hoard89@gmail.com

With a copy to:

Ronald Nolen
The Law Office of Ronald K. Nolen, LLC
5113 S. Harper, Ste. 2C
Chicago, IL 60615
Email: RKNolenlaw.net

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining

provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibits A through E attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Authority to Execute. The City hereby warrants and represents to Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. Developer hereby warrants and represents to the City that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by Developer will (a) result in a breach or default under any agreement to which Developer is a party or (b) to its knowledge, violate any statute, law, restriction, court order, or agreement to which Developer is subject.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or Developer.

O. Recording. Developer will be responsible for the cost of recording this Agreement.

P. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

[Signature Pages Follow]

Exhibit A
Property Legal Description

Commonly known address: 308 Torrence, Calumet City, Illinois

PINs: 29-12-207-036-0000, 29-12-207-037-0000, 29-12-207-038-0000, 29-12-207-039-0000,
30-07-100-020-0000, 30-07-100-021-0000

LOTS 24, 25, 26 AND 27 IN BLOCK 16 IN CALUMET CITY FIRST ADDITION, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED APRIL 25, 1925 AS DOCUMENT 8383347.

LOTS 25 AND 26 IN BLOCK 24 IN CALUMET CITY SECOND ADDITION, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED APRIL 25, 1925 AS DOCUMENT 8383347.

Error! Unknown document property name.

Exhibit B

Site Plan

[To be inserted when available]

Error! Unknown document property name.

Exhibit C

Form of Quit Claim Deed

QUIT CLAIM DEED

MAIL RECORDED DEED TO:

City of Calumet City
Attn: Economic &
Community Development Director
204 Pulaski Rd
Calumet City, Illinois 60409

MAIL FUTURE TAX STATEMENTS TO:

JCCL Development Corporation, Inc.
Don Hoard
8727 S Blackstone Ave
Chicago, Illinois 60619

THE GRANTOR: CITY OF CALUMET CITY, County of Cook, State of Illinois, for and in consideration of EIGHT THOUSAND and NO/100 dollars (\$8,000.00) and other good and valuable consideration, in hand paid, do hereby GRANT, SELL, CONVEY and QUITCLAIM to GRANTEE, **JCCL Development Corporation, Inc.**, all interest in the following described Property situated in the County of Cook, in the State of Illinois, to wit:

LOTS 24, 25, 26 AND 27 IN BLOCK 16 IN CALUMET CITY FIRST ADDITION, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED APRIL 25, 1925 AS DOCUMENT 8383347.

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PINs: 29-12-207-036-0000, 29-12-207-037-0000, 29-12-207-038-0000, 29-12-207-039-0000, 30-07-100-020-0000, 30-07-100-021-0000

Commonly known address: 308 Torrence, Calumet City, Illinois

TO HAVE AND TO HOLD said premises subject only to the covenants, conditions and restrictions of record, general real estate taxes not yet due and payable, and the conditions and the right of entry and reverter.

DATED this ____ day of _____, 2023.

CITY OF CALUMET CITY

Thaddeus M. Jones, Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **THADDEUS M. JONES., MAYOR**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this ____ day of _____, 2023.

NOTARY PUBLIC IMPRESS SEAL HERE

NAME and ADDRESS OF PREPARER: ILLINOIS TRANSFER STAMP:
EXEMPT UNDER PROVISIONS OF
35 ILCS 200/31-45, PARAGRAPH (b),
REAL ESTATE TRANSFER ACT

Dominick L. Lanzito
Peterson Johnson & Murray, LLC
200 W. Adams Street, Suite 2125
Chicago, Illinois 60603

Signature of the Mayor of the City of Calumet City Date
Thaddeus M. Jones

Exhibit E
Transferee Assumption Agreement

Form of Transferee Assumption Agreement

THIS AGREEMENT, made as of this ___ day of June, 2023 by, between and among **JCCL Development Corporation, Inc.** (“*Developer*”), [TRANSFEREE] (“*Transferee*”) and the **CITY OF CALUMET CITY**, an Illinois home rule municipal corporation (“*City*”),

WITNESSETH:

WHEREAS, pursuant to that certain [real estate sale contract] [lease] [sublease] dated June, 2023 the Transferee agreed to purchase from Developer certain real property situated in Cook County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (“*Property*”); and

WHEREAS, following the conveyance of the Property by Developer, the Transferee will be the [legal owner] [lessee] of the Property; and

WHEREAS, as a condition to the conveyance of the Property by Developer and the City require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Redevelopment Agreement, dated as of June, 2023 and recorded in the Office of the Cook County Recorder on _____, 20___, as Document No. _____, by and between the City and Developer, as amended from time to time (“*Redevelopment Agreement*”);

NOW, THEREFORE, in consideration of the agreement of Developer to convey the Property to the Transferee and of the City to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the City, Developer and the Transferee as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, Developer or the developer of the Property.

3. **Assurances of Financial Ability**. Contemporaneously with the Transferee’s execution of this Agreement, the Transferee shall, upon the request of the City, provide the City with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the City may, from time to time, require.

Exhibit D

Construction Schedule
[To be inserted when available]

EXHIBIT LIST

- Exhibit A** **Property Legal Description**
- Exhibit B** **Site Plan**
- Exhibit C** **Quit Claim Deed**
- Exhibit D** **Construction Schedule**
- Exhibit E** **Transferee Assumption Agreement**

Error! Unknown document property name.

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

**RESOLUTION
NO. 23-33**

**A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE
PURCHASE OF 43 155th STREET, CALUMET CITY, ILLINOIS**

**THADDEUS JONES, Mayor
NYOTA T. FIGGS, City Clerk**

**DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
DEANDRE TILLMAN
RAMONDE WILLIAMS
MONET WILSON
Aldermen**

Published in pamphlet form by authority of the Mayor and City Council for the City of Calumet City
Prepared by: Peterson, Johnson, and Murray, LLC, City Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606

**CALUMET CITY
Cook County, Illinois**

RESOLUTION NO. 23-33

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF 43 155th STREET, CALUMET CITY, ILLINOIS

WHEREAS, 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; and

WHEREAS, the South Suburban Land Bank Development Authority (“Seller”) is the owner of a property located at 43 155th Street, Calumet City, Illinois 60409 (“Subject Property”) with PIN 30-17-205-002-0000; and

WHEREAS, the City desires to purchase the Subject Property; and

WHEREAS, the purchase of the Subject Property will allow the City to construct a new city hall; and

WHEREAS, the City has negotiated the principal terms Purchase and Sales Agreement with Seller, for the purchase of the Subject Property, attached hereto as Exhibit 1; and

WHEREAS, the City will purchase the Subject Property for up to \$32,900.00, plus its share of the closing costs for the Subject Property attached hereto as Exhibit 1; and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to enter into this Purchase and Sale Agreement with the Seller attached hereto as Exhibit 1; and

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

SECTION ONE: That City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The City Council hereby authorizes the Mayor to execute the Purchase and Sale Agreement for the purchase of 43 155th Street, Calumet City, Illinois, in a form prepared and/or approved by the City Attorney, in an amount not to exceed THIRTY-TWO THOUSAND AND NINE HUNDRED (\$32,900.00) DOLLARS, plus its share of the closing costs. The Mayor is also authorized to execute all other ancillary documents necessary to complete the purchase of the Subject Property.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

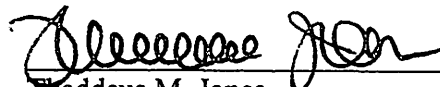
SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 27th day of July, 2023, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			
Navarrete	X			
Patton	X			
Smith	X			
Tillman	X			
Williams	X			
Wilson	X			
(Mayor Jones)				

APPROVED by the Mayor on July 27, 2023.


 Thaddeus M. Jones
 MAYOR

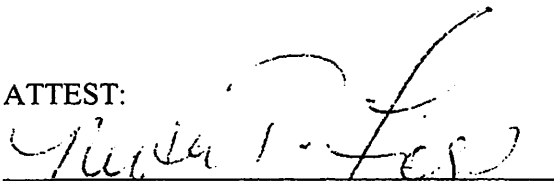
ATTEST:

 Nyota T. Figs, CITY CLERK

EXHIBIT 1

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, Nyota T. Figgs, City Clerk of the City of Calumet City, County of Cook and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF 43 155th STREET, CALUMET CITY, ILLINOIS” which was adopted by the Mayor and City Council of the City of Calumet City on July __ 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Calumet City this __th day of July, 2023.

CITY CLERK



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."
2 Buyer Name(s) [PLEASE PRINT] City of Calumet City
3 Seller Name(s) [PLEASE PRINT] South Suburban Land Bank Development Authority
4 If Dual Agency applies, check here [] and complete Optional Paragraph 29.
5 2. THE REAL ESTATE: Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of Less Than .25 Acre commonly known as:
8 43 155th St Calumet City IL 60409 Cook
9 Address Unit # (If applicable) City State Zip County
10 Permanent Index Number(s): 30172050020000 [] Single Family Attached [] Single Family Detached [] Multi-Unit
11 If Designated Parking is Included: # of space(s) ; identified as space(s) # ; location
12 [CHECK TYPE] [] deeded space, PIN: [] limited common element [] assigned space.
13 If Designated Storage is Included: # of space(s) ; identified as space(s) # ; location
14 [CHECK TYPE] [] deeded space, PIN: [] limited common element [] assigned space.
15 3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE: All of the fixtures and included Personal Property
16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:
19 [] Refrigerator [] Wine/Beverage Refrigerator [] Light Fixtures, as they exist [] Fireplace Gas Log(s)
20 [] Oven/Range/Stove [] Sump Pump(s) [] Built-in or attached shelving [] Smoke Detectors
21 [] Microwave [] Water Softener (unless rented) [] All Window Treatments & Hardware [] Carbon Monoxide Detectors
22 [] Dishwasher [] Central Air Conditioning [] Satellite Dish [] Invisible Fence System, Collar & Box
23 [] Garbage Disposal [] Central Humidifier [] Wall Mounted Brackets (AV/TV) [] Garage Door Opener(s)
24 [] Trash Compactor [] Central Vac & Equipment [] Security System(s) (unless rented) with all Transmitters
25 [] Washer [] All Tacked Down Carpeting [] Intercom System [] Outdoor Shed
26 [] Dryer [] Existing Storms & Screens [] Electronic or Media Air Filter(s) [] Outdoor Playset(s)
27 [] Attached Gas Grill [] Window Air Conditioner(s) [] Backup Generator System [] Planted Vegetation
28 [] Water Heater [] Ceiling Fan(s) [] Fireplace Screens/Doors/Grates [] Hardscape
29 Other Items Included at No Added Value:
30 Items Not Included:
31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
32 operating condition at Possession except:
33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
34 regardless of age, and does not constitute a threat to health or safety.
35 If Home Warranty applies, check here [] and complete Optional Paragraph 32.
36 4. PURCHASE PRICE AND PAYMENT: The Purchase Price is \$. After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.
39 a) CREDIT AT CLOSING: [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
41 agrees to credit \$ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.
42 b) EARNEST MONEY: Earnest Money of \$ shall be tendered to Escrowee on or before
43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ shall be tendered
44 by , 20 . Earnest Money shall be held in trust for the mutual benefit of the Parties by

Buyer Initial Buyer Initial Seller Initial Seller Initial
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45 [CHECK ONE]: Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee."
46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.

47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 **5. CLOSING:** Closing shall be on _____, 20 ____ or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 **6. POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 **7. FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

56 _____ a) **LOAN CONTINGENCY:** Not later than forty-five (45) days after Date of Acceptance or five
57 (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall
58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
60 as follows: [CHECK ONE] fixed; adjustable; [CHECK ONE] conventional; FHA; VA; USDA;
61 other _____ loan for ____ % of the Purchase Price, plus private mortgage insurance (PMI),
62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed ____ % per annum,
63 amortized over not less than ____ years. Buyer shall pay discount points not to exceed ____ % of the loan amount.
64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
74 thereafter or any extension thereof agreed to by the Parties in writing.

75 A Party causing delay in the loan approval process shall not have the right to terminate under this
76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 _____ b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**
93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 _____ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise**
108 **provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing**
109 **real estate.**

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
111 [CHECK ONE] has has not received a completed Illinois Residential Real Property Disclosure;
112 [CHECK ONE] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
113 [CHECK ONE] has has not received a Lead-Based Paint Disclosure;
114 [CHECK ONE] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115 [CHECK ONE] has has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on _____ % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
128 **which the Seller is not lawfully entitled.**

129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
130 fees are \$ _____ per **Not Applicable** (and, if applicable, Master/Umbrella Association fees are
131 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

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133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
136 Parties, by Notice, may:

- 137 a) Approve this Contract; or
- 138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
144 terminated; or
- 145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
148 agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain
149 in full force and effect.

150 If Notice of disapproval or proposed modifications is not served within the time specified herein, the
151 provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force
152 and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null
153 and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit
154 unilateral reinstatement by withdrawal of any proposal(s).

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** *[INITIAL IF APPLICABLE]* _____ Buyer acknowledges
156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** *[NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]*
159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
173 not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of
174 the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return
175 of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.

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176 b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any
177 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days
178 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send**
179 **any portion of the inspection report with the Notice provided under this subparagraph unless such**
180 **inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney.** If
181 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by
182 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by
183 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

184 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
185 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within
186 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not
187 include any portion of the inspection reports unless requested by Seller.

188 d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a**
189 **waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain**
190 **in full force and effect.**

191 **13. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
192 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
193 Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof**
194 **of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within**
195 **the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in**
196 **full force and effect.**

197 **14. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
198 located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to**
199 **Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is**
200 **later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**
201 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

202 **15. CONDOMINIUM/Common Interest Associations:** *[IF APPLICABLE]* The Parties agree that the terms
203 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting
204 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest
205 Community Association Act or other applicable state association law ("Governing Law").

206 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
207 Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and
208 utility easements including any easements established by or implied from the Declaration/CCRs or
209 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
210 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

211 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
212 all special assessments confirmed prior to Date of Acceptance.

213 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
214 Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
215 payment thereof. Absent such agreement either Party may declare the Contract null and void.

216 d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure
217 upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time
218 period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide
219 to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial _____ Buyer Initial _____
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Seller Initial _____ Seller Initial _____

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
268 all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall
269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
279 be applicable to this Contract, except as modified by this paragraph.

280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS] _____ There [CHECK ONE] are are not improvements to the Real Estate which are not
298 included in full in the determination of the most recent tax assessment.

299 [INITIALS] _____ There [CHECK ONE] are are not improvements to the Real Estate which are eligible
300 for the home improvement tax exemption.

301 [INITIALS] _____ There [CHECK ONE] is is not an unconfirmed pending special assessment affecting
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] _____ The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

309 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
310 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
311 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
312 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
313 be prorated by Seller’s attorney at the request of either Party and Seller’s share of such tax liability after proration
314 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller’s obligation
315 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
316 demand.

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF (“Portable Document Format”)
327 document incorporating the digital signature and sending same by electronic mail.

328 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
329 Contract may be terminated by either Party, the following shall be deemed incorporated: “and Earnest Money
330 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
331 competent jurisdiction.”

332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
334 Escrowee may elect to proceed as follows:

335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney’s fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney’s fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for “kick-out” Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

350 a) By personal delivery; or

Buyer Initial _____ Buyer Initial _____
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Seller Initial _____ Seller Initial _____

- 351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt
- 352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
- 354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
- 355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
- 359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
- 360 of future e-mail Notice by any form of Notice provided by this Contract; or
- 361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
- 362 following deposit with the overnight delivery company.
- 363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
- 364 Designated Agent in any of the manners provided above.
- 365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
- 366 such courtesy copies shall not render Notice invalid.

367 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
 368 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect
 369 reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

370 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.**

371 *[INITIALS]* _____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 372 consented to _____ *[LICENSEE]* acting as a Dual Agent in providing brokerage services on
 373 their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in
 374 this Contract.

375 _____ **30. SALE OF BUYER'S REAL ESTATE:**

376 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

377 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

378 _____
 379 Address City State Zip

380 2) Buyer *[CHECK ONE]* has has not entered into a contract to sell Buyer's real estate.

381 If Buyer has entered into a contract to sell Buyer's real estate, that contract:

382 a) *[CHECK ONE]* is is not subject to a mortgage contingency.

383 b) *[CHECK ONE]* is is not subject to a real estate sale contingency.

384 c) *[CHECK ONE]* is is not subject to a real estate closing contingency.

385 3) Buyer *[CHECK ONE]* has has not publicly listed Buyer's real estate for sale with a licensed real estate broker
 386 and in a local multiple listing service.

387 4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple
 388 listing service, Buyer *[CHECK ONE]*:

389 a) Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local
 390 multiple listing service within five (5) Business Days after Date of Acceptance.

391 *[FOR INFORMATION ONLY]* Broker: _____

392 Broker's Address: _____ Phone: _____

393 b) Does not intend to list said real estate for sale.

Buyer Initial _____ Buyer Initial _____
 Address: **43 155th St, Calumet City, IL 60409**

Seller Initial _____ Seller Initial _____

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- 394 b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**
- 395 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is
- 396 in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not
- 397 later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this**
- 398 **subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall**
- 399 **be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not**
- 400 **served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed**
- 401 **to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force**
- 402 **and effect. (If this paragraph is used, then the following paragraph must be completed.)**
- 403 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)
- 404 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate
- 405 prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real
- 406 estate on or before _____, 20 _____. **If Notice that Buyer has not closed the sale of Buyer's real**
- 407 **estate is served before the close of business on the next Business Day after the date set forth in the preceding**
- 408 **sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence,**
- 409 **Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract**
- 410 **shall remain in full force and effect.**
- 411 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph
- 412 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three
- 413 (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice,**
- 414 **waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and**
- 415 **void as of the date of Notice. If Notice as required by this subparagraph is not served within the time**
- 416 **specified, Buyer shall be in default under the terms of this Contract.**
- 417 c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
- 418 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
- 419 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph
- 420 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller
- 421 gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
- 422 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served
- 423 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should
- 424 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
- 425 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
- 426 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
- 427 a) By personal delivery effective at the time and date of personal delivery; or
- 428 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
- 429 effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
- 430 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago
- 431 time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
- 432 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
- 433 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer,
- 434 this Contract shall be null and void.
- 435 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph
- 436 27 of this Contract.
- 437 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial _____ Buyer Initial _____
 Address: **43 155th St, Calumet City, IL 60409**
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Seller Initial _____ Seller Initial _____
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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
229 this contingency, and this Contract shall remain in full force and effect.

230 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
237 at the time of Closing.

238 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

246 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted**
254 **exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to**
255 **Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title**
256 **insurer commit to either insure against loss or damage that may result from such exceptions or survey matters**
257 **or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
261 Insurance Policy.

262 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

Buyer Initial _____ Buyer Initial _____
Address: **43 155th St, Calumet City, IL 60409**

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438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
441 **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed**
442 **ineffective and this Contract shall be null and void.**

443 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations
444 contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

445 _____ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
447 _____, 20 _____. **In the event the prior contract is not cancelled within the time specified, this Contract**
448 **shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser**
449 **under the prior contract should not be served until after Attorney Review and Professional Inspections provisions**
450 **of this Contract have expired, been satisfied or waived.**

451 _____ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of
452 \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

453 _____ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

465 _____ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within
466 ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated
467 not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state
468 regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by
469 termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses
470 evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the
471 report to proceed with the purchase or to declare this Contract null and void.

472 _____ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
473 date that is [CHECK ONE] _____ days after the date of Closing or _____, 20 ____ ("the Possession Date").
474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
478 and including the day of delivery of Possession if on or before the Possession Date;
- 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial _____ Buyer Initial _____
Address: **43 155th St, Calumet City, IL 60409**
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Seller Initial _____ Seller Initial _____
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481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 _____ **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
490 performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptable**
491 **to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be**
492 **null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated**
493 **to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or**
494 **to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and**
495 **this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
497 of rights by Buyer in Paragraph 33, if applicable.

498 _____ **37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real
499 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 _____ **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract
504 **[IDENTIFY BY TITLE]:** _____
505 _____

506 _____ **39. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the
507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
508 such additional terms as either Party may deem necessary, providing for one or more of the following **[CHECK APPLICABLE BOXES]:**

- | | | |
|---|--|--|
| 509 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 510 <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 511 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |
| 512 <input type="checkbox"/> Multi-Unit (4 Units or fewer) | <input type="checkbox"/> Interest Bearing Account | <input type="checkbox"/> Lease Purchase |

Buyer Initial _____ Buyer Initial _____
Address: **43 155th St, Calumet City, IL 60409**
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Seller Initial _____ Seller Initial _____ v7.0

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
 514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
 517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518	_____		_____	
519	Date of Offer		DATE OF ACCEPTANCE	
520	_____		_____	
521	Buyer Signature		Seller Signature	
522	_____		_____	
523	Buyer Signature		Seller Signature	
524	City of Calumet City		South Suburban Land Bank Development Authority	
525	Print Buyer(s) Name(s) [REQUIRED]		Print Seller(s) Name(s) [REQUIRED]	
526	_____		_____	
527	Address [REQUIRED]		Address [REQUIRED]	
528	_____		_____	
529	City, State, Zip [REQUIRED]		City, State, Zip [REQUIRED]	
530	_____		_____	
531	Phone	E-mail	Phone	E-mail

FOR INFORMATION ONLY

532								
533	Ralynne Realty Services 86751			Ralynne Realty Services 86751				
534	Buyer's Brokerage	MLS #	State License #	Seller's Brokerage	MLS #	State License #		
535	1965 Bernice Rd, Ste. 2sw-6 Lansing		60438	1965 Bernice Rd, Ste. 2sw-6 Lansing		60438		
536	Address	City	Zip	Address	City	Zip		
537	Rachel Caldwell	104514	471006934	Rachel Caldwell	104514	471006934		
538	Buyer's Designated Agent	MLS #	State License #	Seller's Designated Agent	MLS #	State License #		
539	(708) 529-5771			(312) 961-8340		(773) 995-5299		
540	Phone		Fax	Phone		Fax		
541	rachelcaldwell.realestate@gmail.com			rachelcaldwell.realestate@gmail.com				
542	E-mail			E-mail				
543	_____							
544	Buyer's Attorney	E-mail		Seller's Attorney	E-mail			
545	_____							
546	Address	City	State	Zip	Address	City	State	Zip
547	_____							
548	Phone		Fax		Phone		Fax	
549	_____							
550	Mortgage Company		Phone		Homeowner's/Condo Association (if any)		Phone	
551	_____							
552	Loan Officer		Phone/Fax		Management Co./Other Contact		Phone	
553	_____							
554	Loan Officer E-mail				Management Co./Other Contact E-mail			

555 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
 556 **Seller rejection:** This offer was presented to Seller on _____, 20__ at ___:___ a.m./p.m. and rejected on _____
 557 _____, 20__ at ___:___ a.m./p.m. _____ [SELLER INITIALS]

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 559 (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association
 560 DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley
 561 Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association
 562 North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of
 563 the Fox Valley, Inc. · Three Rivers Association of REALTORS · Will County Bar Association



Detached Single MLS #: **11620738** List Price: **\$29,900**
 Status: **TEMP** List Date: **09/02/2022** Orig List Price: **\$29,900**
 Area: **409** List Dt Rec: **09/02/2022** Sold Price:
 Address: **12 Webb St , Calumet City, IL 60409**
 Directions: **State line to Webb Street west to address**
 Sold by: Contract: Mkt. Time (Lst./Tot.): **266/532**
 Closed: Financing: Concessions:
 Off Market: **06/02/2023** Blt Before 78: **Yes** Contingency:
 Year Built: **1917** Subdivision: Curr. Leased:
 Dimensions: **5850** Township: **Thornton** Model:
 Ownership: **Fee Simple** County: **Cook**
 Corp Limits: **Calumet City** # Fireplaces: Parking: **Garage**
 Coordinates: Bathrooms **2 / 0** # Spaces: **Gar:2**
 Rooms: **7** (full/half): Parking Incl. **Yes**
 Bedrooms: **4** Master Bath: **None** In Price:
 Basement: **Full** Bsmnt. Bath: **No**

Mobility Score: - ?

Remarks: **Rehab special!! Bring your creative vision and schedule your appointment today to view this spacious bungalow. This property is in need of repair to bring it back to life but has tons of potential. Don't miss your chance to view, schedule your appointment today!!**

School Data	Assessments	Tax	Miscellaneous
Elementary: (148)	Amount: \$0	Amount: \$7,317.42	Waterfront: No
Junior High: (148)	Frequency: Not Applicable	PIN: 30172130070000	Appx SF: 1894
High School: (148)	Special Assessments: No	Mult PINs:	SF Source: Assessor
	Special Service Area: No	Tax Year: 2021	Bldg. Assess. SF: 1894
	Master Association: No	Tax Exmpts: None	Acreage:
	Master Assc. Freq.: Not Required		

Square Footage Comments:

Room Name	Size	Level	Flooring	Win Trmt	Room Name	Size	Level	Flooring	Win Trmt
Living Room	12X18	Main Level			Master Bedroom	11X10	Main Level		
Dining Room	12X10	Main Level			2nd Bedroom	10X10	Main Level		
Kitchen	10X8	Main Level			3rd Bedroom	12X10	2nd Level		
Family Room		Not Applicable			4th Bedroom	10X10	2nd Level		
Laundry Room									

Interior Property Features:

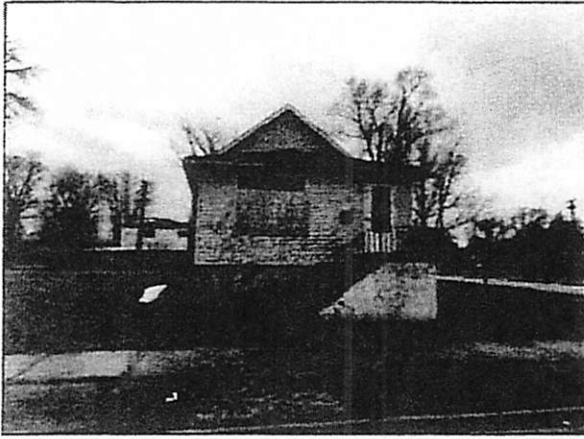
Exterior Property Features:

Age: 100+ Years	Laundry Features:	Roof:
Type: 1.5 Story	Additional Rooms: No additional rooms	Sewer: Sewer-Public
Style:	Garage Ownership: Owned	Water: Lake Michigan
Exterior: Brick	Garage On Site: Yes	Const Opts:
Air Cond: Central Air	Garage Type: Detached	General Info: School Bus Service
Heating: Gas	Garage Details:	Amenities:
Kitchen:	Parking Ownership:	Asmt Incl: None
Appliances:	Parking On Site:	HERS Index Score:
Dining:	Parking Details:	Green Disc:
Attic:	Driveway:	Green Rating Source:
Basement Details: Unfinished	Foundation:	Green Feats:
Bath Amn:	Exst Bas/Fnd:	Sale Terms:
Fireplace Details:	Disability Access: No	Possession: Closing
Fireplace Location:	Disability Details:	Occ Date:
Electricity:	Exposure:	Rural:
Equipment:	Lot Size: Less Than .25 Acre	Vacant:
Other Structures:	Lot Size Source:	Relist:
Door Features:	Lot Desc:	Zero Lot Line:
Window Features:		

Broker Private Remarks: **This property is being sold by the SSLBDA and additional requirements may apply; income verification and proof of funds may be required; being sold "as is". All offer must include the application (located in additional documents), offer, proof of funds and scope of work. For all owner occupied purchases of SSLBDA properties (Cash or financed), the buyer is required to complete a HUD certified Home Buyer Education Course. <http://www.nhschicago.org/buy/education/learn-more>. INCOMPLETE offer packages will not be submitted.**

Internet Listing: Yes	Remarks on Internet?: Yes	Addr on Internet?: Yes
VOW AVM: No	VOW Comments/Reviews: No	Broker Notices:
Listing Type: Exclusive Right to Sell	Holds Earnest Money: No	Lock Box:
Buyer Ag. Comp.: \$800 (Gross Sale Price)	Addl. Sales Info.: None	Special Comp Info: None
Showing Inst: ShowingTime	Cont. to Show?:	Expiration Date: 08/31/2023
Mgmt. Co:	Contact Name:	Phone:
Owner: SSLBDA	Ph #:	Broker Owned/Interest: No
Broker: Ralyne Realty Services (86751) / (708) 529-5771		
List Broker: Rachel Caldwell (104514) / (312) 961-8340 / rachelcaldwell.realestate@gmail.com		
CoList Broker:	More Agent Contact Info:	

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Detached Single MLS #: **11693165** List Price: **\$32,900**
 Status: **TEMP** List Date: **12/29/2022** Orig List Price: **\$38,900**
 Area: **409** List Dt Rec: **12/30/2022** Sold Price:
 Address: **43 155th St, Calumet City, IL 60409**
 Directions: **Forsyth ave South to 155th, east to property**
 Sold by: Mkt. Time (Lst./Tot.): **119/132**
 Closed: Contract: Concessions:
 Off Market: **06/02/2023** Financing: Contingency:
 Year Built: **1878** Blt Before 78: **Yes** Curr. Leased:
 Dimensions: **24X125** Subdivision: Model:
 Ownership: **Fee Simple** Township: **Thornton** County: **Cook**
 Corp Limits: **Calumet City** # Fireplaces:
 Coordinates: Bathrooms **2 / 0** Parking: **Garage**
 Rooms: **7** (full/half):
 Bedrooms: **2+2 bsmt** Master Bath: **None** # Spaces: **Gar:2**
 Basement: **Full** Bsmnt. Bath: **Yes** Parking Incl.
 In Price:

Mobility Score: - ?

Remarks: **Rehab special alert!! This property is in need of repair to bring it back to life but has tons of potential. Bring your creative vision and schedule your appointment today. Start 2023 off right, don't miss your chance to view!**

School Data	Assessments	Tax	Miscellaneous
Elementary: (215)	Amount:	Amount: EXEMPT	Waterfront: No
Junior High: (215)	Frequency: Not Applicable	PIN: 30172050020000	Appx SF: 880
High School: (215)	Special Assessments: No	Multi PINs:	SF Source: Assessor
	Special Service Area: No	Tax Year: 2021	Bldg. Assess. SF:
	Master Association:	Tax Exmps:	Acreage: 0.0712
	Master Ass. Freq.: Not Required		

Square Footage Comments:

Room Name	Size	Level	Flooring	Win Trmt	Room Name	Size	Level	Flooring	Win Trmt
Living Room	11X12	Main Level			Master Bedroom	11X12	Main Level		
Dining Room	COMBO	Main Level			2nd Bedroom	10X11	Main Level		
Kitchen	9X10	Main Level			3rd Bedroom	10X11	Basement		
Family Room		Not Applicable			4th Bedroom	10X11	Basement		
Laundry Room									

Interior Property Features:

Exterior Property Features:

Age: 100+ Years	Laundry Features:	Roof:
Type: 1.5 Story	Additional Rooms: No additional rooms	Sewer: Sewer-Public
Style:	Garage Ownership: Owned	Water: Lake Michigan
Exterior: Frame	Garage On Site: Yes	Const Opts:
Air Cond: None	Garage Type: Detached	General Info: None
Heating: Gas	Garage Details:	Amenities:
Kitchen:	Parking Ownership:	Asmt Incl: None
Appliances:	Parking On Site:	HERS Index Score:
Dining:	Parking Details:	Green Disc:
Attic:	Driveway:	Green Rating Source:
Basement Details: Unfinished	Foundation:	Green Feats:
Bath Amn:	Exst Bas/Fnd:	Sale Terms:
Fireplace Details:	Disability Access: No	Possession: Closing
Fireplace Location:	Disability Details:	Occ Date:
Electricity:	Exposure:	Rural:
Equipment:	Lot Size: Less Than .25 Acre	Vacant:
Other Structures:	Lot Size Source:	Relist:
Door Features:	Lot Desc:	Zero Lot Line:
Window Features:		

Broker Private Remarks: **This property is being sold by the SSLBDA and additional requirements may apply; income verification and proof of funds may be required; being sold "as is". All offer must include the application (located in additional documents), offer, proof of funds and scope of work. For all owner occupied purchases of SSLBDA properties (Cash or financed), the buyer is required to complete a HUD certified Home Buyer Education Course. <http://www.nhschicago.org/buy/education/learn-more>. **INCOMPLETE offer packages will not be submitted.****

Internet Listing: Yes	Remarks on Internet?: Yes	Addr on Internet?: Yes
VOW AVM: No	VOW Comments/Reviews: No	Broker Notices:
Listing Type: Exclusive Right to Sell	Holds Earnest Money: No	Lock Box:
Buyer Ag. Comp.: \$800 (\$ Dollar Amount) ?	Addl. Sales Info.: None	Special Comp Info: None
Showing Inst: ShowingTime	Cont. to Show?:	Expiration Date: 10/31/2023
Mgmt. Co:	Contact Name:	Phone:
Owner: SSLBDA	Ph #:	Broker Owned/Interest: No
Broker: Ralynne Realty Services (86751) / (708) 529-5771		
List Broker: Rachel Caldwell (104514) / (312) 961-8340 / rachelcaldwell.realestate@gmail.com		
CoList Broker:		More Agent Contact Info:

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MLS #: 11693165

Prepared By: Rachel Caldwell | Ralynne Realty Services | 06/02/2023 10:23 AM



ILLINOIS ASSOCIATION OF REALTORS® DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 43 155th St, Calumet City, IL 60409

Seller's Disclosure (initial)

JD (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

JD (b) Records and Reports available to the seller (check one below):
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

_____ (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

JAC (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller Joseph Van Dyke Date 2/21/2023
DocuSigned by: A85429B957C4420..

Purchaser _____ Date _____

Seller _____ Date _____

Purchaser _____ Date _____

Agent Joseph R. Caldwell Date 2/17/2023
DocuSigned by: 401A80685F5E464

Agent _____ Date _____

(This disclosure form should be attached to the Contract to Purchase)

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

RESOLUTION NUMBER 23-34

**A RESOLUTION ACKNOWLEDGING THE ROYAL LIFE OF
MARSHAUN NAZIR HILL**

**THADDEUS JONES, Mayor
NYOTA T. FIGGS, City Clerk**

**DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
DEANDRE TILLMAN
RAMONDE WILLIAMS
MONET WILSON**

Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on July, 27 2023

Prepared by Corporation Counsel Ancel Glink, P.C. – 140 S. Dearborn, #600, Chicago, Illinois 60603

Regular City Council Mtg.
July 27, 2023
Res.#23-34

RESOLUTION NO. 23-34

**A RESOLUTION ACKNOWLEDGING THE ROYAL LIFE OF
MARSHAUNNAZIR HILL**

WHEREAS, Calumet City is an Illinois home rule unit of local government with authority to enter support its' residents in the time of need, and to offer hope in time of despair; and

WHEREAS, "Trust in the Lord with all of your heart, and do not lean on your understanding. In all of your ways acknowledge him, and he will make straight your paths. Provers 3:5-6; and

WHEREAS, Marshawn was born n February 18, 2023 at ST. Mary of Nazareth Hospital to Brian Freeman Jr. and Monesha F. Hill. Marshawn came home from the hospital and joined his other siblings Brooklyn and Marcellus Hill.

WHEREAS; Marshawn went by the name "Sonny Boy and Shawny Boy, these names were given to him by his mother. Marshawn loved watching movies just as much as he love the affection and joy form from days, his big brother and just as much as he loved puling his daddy, brother and older sisters hair. Marshawn loved laying on his grandma with his Big Red Blanket, and;

WHEREAS, At the tender age of four (4) months old, he already developed his ways as he was talker and could charm anyone with his smile and his personality,

WHEREAS; Marshawn Nazir Hill gained his wings on Sunday, July 2, 2023, we know that God met him at the heavenly gates and he was welcomed by his loved ones who preceded him in life. He was greeted by his Great Grandmother's Agnes, Big Mommas, Delia. Great Grandfather James and Glen. His great Uncles Jesse and JB, his cousins Nikki and many more relatives who are in heaven with him now celebrating his life.

WHEREAS; Sonny boy Marshawn leaves behind his smile, his great personality, his loving relationship with his Daddy (Brian; his mother (Monesha), sister (Brooklyn), brother (Marcellus. Also his Pa Pa, Anthony, his Grandmother, Margarita. He also leaves behind his two other grandparent's, Tyisha and Brian, Sr.; his uncles Anthony, Jr., Antonio, Marquise, Tyree, Laquan and Malik. HIS AUNTIES Tyshana, Tatiana, Brittany and Arina. His first cousins Antonion Jr., Amber, Ethan, Amarion, Na'Riyai, Na'Rielle, Markeision, Markeil, Amira, Ashton, Ava, Siya, Aniyah, Sariyah, GEM Sherrie and God Sister Emerie

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


Section 1. Recitals. The entire City Council, its residents, employees, first responders and all of its management do mourn the loss of the a king, Marshawn Nazie Hill and extend our hands in support to the family during this time of celebration.

Section 2. Effective Date. This Resolution shall be in full force and effect upon its passage and publication in pamphlet form, in accordance with law.

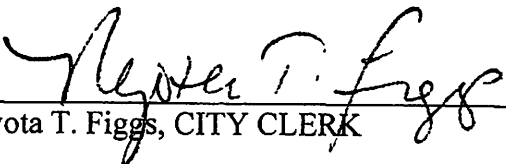
ADOPTED this 27th day of July, 2023, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			
Navarrete	X			
Patton	X			
Smith	X			
Tillman	X			
Williams				X
Wilson	X			
(Mayor Jones)				

APPROVED by the Mayor on July 27, 2023.


Thaddeus Jones
MAYOR

ATTEST:


Nyota T. Figg, CITY CLERK

payment from account 03036-52349.

#2: Payment to Calumet City Plumbing

Approve cost payable to Calumet City Plumbing for invoice# 58391, in the amount of \$6,585.00. Please direct City Treasurer to remit payment from account 03036-52349.

#3: Payment to Standard Equipment Company

Approve cost payable to Standard Equipment Company for invoice# W10572, in the amount of \$9,333.07. Please direct City Treasurer to remit payment from account 01041-54140.

#4: Payment to Millennium Recycling Company

Approve costs payable to Millennium Recycling for invoice# 0000048076, in the amount of \$7,091.16. Please direct the City Treasurer to remit payment from account 01041-52341.

#5: Payment to Calumet City Plumbing

Approve cost payable to Calumet City Plumbing for invoice# 58487, in the amount of \$16,946.10. Please direct City Treasurer to remit payment from account 03036-52349.

#6: Payment to Co-Alliance

Approve cost payable to Co-Alliance Cooperative Inc for invoice# 298068, in the amount of \$7,333.13. Please direct City Treasurer to remit payment from account 01099- 52009.

#7: Payment to Sherwin Williams

Approve costs payable to Sherwin Williams for quote# 6759012, in the amount of \$18,149.00. Please direct the City Treasurer to remit payment from account 01099-52738.

#8: Payment to Millennium Recycling

Approve costs payable to Millennium Recycling for invoice# 0000048150, in the amount of \$8,721.86. Please direct the City Treasurer to remit payment from account 01041-52341.

#9: Payment to Complex Network Solutions

Approve the purchase and installation of 10 PCs by Complex Network Solutions in the amount not to exceed \$19,550.00. Complex Network Solutions will remove old PCs, assist with data transfer, install Apps, and configure printers. Authorize the City Treasurer to remit payment to Complex Network Solutions in the amount not to exceed \$19,550.00 to be charged to account 01060-55100.

#10: Payment to Vermeer Midwest

Approve costs payable to Vermeer Midwest for invoice# S77318, in the amount of \$15,203.66. Please direct the City Treasurer to remit payment from account 01041-54150.

#11: Payment to Core & Main

Approve costs payable to Core & Main for invoice# S532842, in the amount of \$43,425.00. Please direct the City Treasurer to remit payment from account 03036-53408.

#12: Payment to Lyons – Pinner Electric

Approve costs payable to Lyons – Pinner Electric for invoice# 166599, in the amount of \$5,711.84. Please direct the City Treasurer to remit payment from account 04007-52449.

- #13: Payment to Lyons – Pinner Electric Approve costs payable to Lyons – Pinner Electric for invoice 15338, in the amount of \$8,039.00. Please direct the City Treasurer to remit payment from account 04007-52449.
- #14: Payment to Holland Asphalt Services Approve cost payable to Holland Asphalt Services, Inc for invoice# 2023-088, in the amount of \$13,500.00. Please direct City Treasurer to remit payment from account 01099- 52645.
- #15: Payment to Calumet City Plumbing Approve cost payable to Calumet City Plumbing for invoice# 58682, in the amount of \$9,837.60. Please direct City Treasurer to remit payment from account 03036-52349.
- #16: Payment to Calumet City Plumbing Approve cost payable to Calumet City Plumbing for invoice# 58683, in the amount of \$6,760.63. Please direct City Treasurer to remit payment from account 03036-52349.
- #17: Payment to Lyons – Pinner Electric Approve costs payable to Lyons – Pinner Electric for invoice# 15739A, in the amount of \$18,585.90. Please direct the City Treasurer to remit payment from account 04007- 52447.
- #18: Payment to Lyons – Pinner Electric Approve costs payable to Lyons – Pinner Electric for invoice# 15897 in the amount of \$8,157.92. Please direct the City Treasurer to remit payment from account 04007-52449.
- #19: Payment to Lyons- Pinner Electric Approve costs payable to Lyons – Pinner Electric for invoice# 15804 in the amount of \$8,479.25. Please direct the City Treasurer to remit payment from account 04007-52449.
- #20: Payment to Mott Macdonald Approve payment to Mott MacDonald (Invoice #507482703) for the Calumet City Industrial Park Utility Improvements Project, in the amount of \$8,488.96 and direct City Treasurer to remit payment from account #01099-52600.
- #21: Payment to Farnsworth Approve payment to Farnsworth (Invoice #243868) for the Calumet City USEDA Industrial Park Project, in the amount of \$44,000.00 and direct City Treasurer to remit payment from account #01099-52600.
- #22: Payment to Mott Macdonald Approve payment to Mott MacDonald (Invoice #507480660) for the Calumet City Industrial Park Utility Improvements Project, in the amount of \$16,923.00 and direct City Treasurer to remit payment from account #01099-52600.
- #23: Payment to Mott Macdonald Approve payment to Mott MacDonald (Invoice #507458262) for the Calumet City Industrial Park Utility Improvements Project, in the amount of \$13,313.44 and direct City Treasurer to remit payment from account #01099-52600.
- #24: Payment to Farnsworth Approve payment to Farnsworth (Invoice #243861) for the Calumet City Pace Bus Station Project, in the amount of \$21,392.25 and direct City Treasurer to remit payment from account #04007-52600.

- #25: Payment to Lyons- Pinner Electric** Approve costs payable to Lyons – Pinner Electric for invoice# 16542, in the amount of \$9,423.35. Please direct the City Treasurer to remit payment from account 04007-52449.
- #26: Payment to Lyons- Pinner Electric** Approve costs payable to Lyons – Pinner Electric for invoice# 15715, in the amount of \$26,456.00. Please direct the City Treasurer to remit payment from account 04007-52447.
- #27: Payment to Millennium Recycling** Approve costs payable to Millennium Recycling for invoice# 000048249, in the amount of \$7,810.46. Please direct the City Treasurer to remit payment from account 01041-52341.
- #28: Payment to Lyons – Pinner Electric** Approve costs payable to Lyons – Pinner Electric for invoice# 15174, in the amount of \$6,695.00. Please direct the City Treasurer to remit payment from account 04007-52449.
- #29: Payment to Lyons – Pinner Electric** Approve costs payable to Lyons – Pinner Electric for invoice# 16947, in the amount of \$8,587.33. Please direct the City Treasurer to remit payment from account 04007-52449.
- #30: Payment to Lyons- Pinner Electric** Approve costs payable to Lyons – Pinner Electric for invoice# 15676, in the amount of \$7,990.00. Please direct the City Treasurer to remit payment from account 04007-52449.
- #31: Payment to Cook County Land Bank** Approve payment to Cook County Land Bank Authority to purchase the properties mentioned below, in the amount of \$21,750.00 and direct City Treasurer to remit payment from account #01085 55108 per resolution No. 22-55 executed by Mayor on 11-22-2022: 1460 Huntington Dr. 330 Burnham 716 State Line 16174 Park Ave. (10 acres - Gupta Property)
- #32: Payment to Calumet City Plumbing** Approve cost payable to Calumet City Plumbing for invoice# 58810, in the amount of \$9,592.70. Please direct City Treasurer to remit payment from account 03036-52349.
- #33: Payment to Calumet City Plumbing** Approve cost payable to Calumet City Plumbing for invoice#58684, in the amount of \$19,721.76. Please direct City Treasurer to remit payment from account 03036-52349.
- #34: Payment to Holland Asphalt Services** Approve cost payable to Holland Asphalt Services, Inc. for the proposal of Park Harbor Trailer Park, in the amount of \$23,250.00. Please direct City Treasurer to remit payment from account 01041-54140.
- #35: Payment to Advanced Detection** Approve the purchase of one (1) certified and fully trained dual purpose police canine and the canine handler training from Advanced Detection in the amount not to exceed \$15,500.00; authorize the City Treasurer to remit payment to Advanced Detection in the amount not to exceed \$15,500.00 to be charged to account 06960-57115 (State Asset Forfeiture - Training).

#36: Payment to Williams Klomes

Approve settlement agreement for Williams Klomes v. City of Calumet City (22 WC 007456 & 22 WC 010774); authorize the City Treasurer to remit payment listed in communication and charge account #01050-52131.

#37: Defer Action for Thomas Drazba v. Calumet City

Table settlement agreement for Thomas Drazba v. City of Calumet City (17 WC 020090); authorize the City Treasurer to remit payment listed in communication and charge account #01050-52131.

#38: Payment to Farnsworth

Approve payment to Farnsworth (Inv #243862) for Project #0211565, in the amount of \$25,356.74 and direct City Treasurer Tarka to remit payment from account 01099-52600.

#39: Payment to Farnsworth

Approve payment to Farnsworth (Inv #243880) for Project #0211048, in the amount of \$9,750.00 and direct City Treasurer Tarka to remit payment from account 01099-52600.

#40: Payment to AshLaur

Approve AshLaur Construction, Inc proposal/change order for 542 Pulaski Road – Rear ADA Concrete and Parking Lot; authorize the City Treasurer to remit payment in the amount of \$22,300.00 and charge account #01099-52640.

#41: Payment to Captain Michael Flanagan

Approve buyback for Captain Michael Flanagan due to their retirement with the Calumet City Fire Department; authorize the City Treasurer to remit payment in the amount listed in communications and charge account #01070-51950.

#42: Payment to Illinois State Treasurer

Approve payment to Illinois State Treasurer for a project with Illinois Department of Transportation in the amount of \$63,879.19; further to direct the City Treasurer to remit payment form account#04007-52450 (MFT account); invoice#125607.

#43: Approve 7/7/23 Payroll (\$1,016,666.00)

Approve 7/7/23 Payroll (\$1,016,666.00)

#44: Approve 7/21/23 Payroll (\$1,014,069.52)

Approve 7/21/23 Payroll (\$1,014,069.52)

#45: Approve Emergency Bill Listing (\$966.50)

Approve Emergency Bill Listing (\$966.50)

#46: Approve Bill Listing (\$1,088,285.93)

Approve Bill Listing (\$1,088,285.93)

Approve Financial Items

Alderman Gardner seconded by Alderman Williams motioned for the approval of Financial Matters number 1-46 and to defer action on financial item 37.

ROLL CALL

YEAS: 7

ALDERMEN: Navarrete, Wilson, Tillman, Williams, Gardner, Patton, Smith

NAYS: 0

ALDERMEN: None

ABSENT: 0

ALDERMAN: None

MOTION CARRIED

UNFINISHED BUSINESS

Ald. Navarrete

Alderman Navarrete asked the Engineer for an update on current projects.

Ald. Wilson

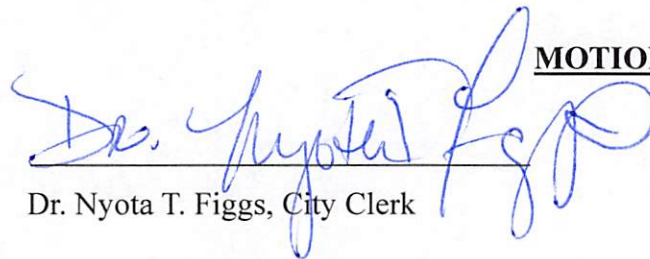
Alderman Wilson reminded residents that July 31st is the last Monday of July and the 2nd ward will be having their last meeting of the month that day. Alderman Wilson would like the city to sign up for the Back to School Resource Fair on August 13th from 11 a.m. to 4 p.m. at Calumet Memorial Park.

Ald. Williams

Alderman Williams would like residents to contact his office with any issues.

ADJOURNMENT

Adjournment was at 7:28 p.m., on a motion by Alderman Smith seconded by Alderman Williams.


Dr. Nyota T. Figgs, City Clerk

MOTION CARRIED