

**JOURNAL OF PROCEEDINGS**

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

**SEPTEMBER 28, 2023**

Pledge Of  
Allegiance

The City Council of the City of Calumet City met in the City Council Chambers at 6:11 p.m. in a regular meeting on September 28, 2023, with Mayor Thaddeus Jones present and presiding.

Mayors Report

Mayor Jones gave a report on the September 17, 2023 storm and how the storm affected Calumet City residents. Mayor Jones acknowledged Calumet City Fire Department, Police Department, and Public Works for their efforts during and after the storm. Mayor Jones informed residents that FEMA is at the library for a previous event not the September 17<sup>th</sup> storm. Mayor Jones has reached out to Senator Dick Durbin and Senator Tammy Duckworth to request funding for the pumping stations.

Fire Chief Glenn Bachert

Chief Glenn Bachert spoke about traffic caused from the expressway closers during the September 17<sup>th</sup> storm. Chief Bachert spoke about Station One taking in water due to the September 17<sup>th</sup> flooding. Chief Bachert reported that the Calumet City Fire Department had 76 documented runs on September 17<sup>th</sup> but acknowledged it would have been a lot more calls if the department wasn't going house to house to help residents. Red Cross requested a Safety shelter for residents that couldn't reside in their homes; Chief Bachert opened the training center and kept it open from Sunday evening to Tuesday evening. Assistant Fire Chief Pete Benadeli was the first person in the Southland to notify cook county about the flood. There has been approximately 1200 residents affected by the storm. Fire Chief Bachert informed residents that there is a form on the city's website that they can fill out to apply for assistance for their flood damage. Cook County is asking for pictures and addresses for the damage assessments.

**ROLL CALL**

**PRESENT: 7**

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

**ABSENT: 0**

**ALDERMEN: NONE**

Also present was City Treasurer Tarka, City Attorney Patrick Walsh, Police Chief Kolosh, Fire Chief Bachert, City Engineer Ken Chastain, Deputy Clerk Jessica Coffee, Deputy Clerk Quentin Dailey, Economic Development Department Val Williams and Don Aleksy, Public Works Commissioner Jerico Thomas, Deputy Commissioner Scott Nnmah

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

Prayer

Pastor Fluker led the City Council in prayer.

Public Comment

Lois Johnson 42 156<sup>th</sup> Street spoke about being told to fill out a form on July 5<sup>th</sup> to possibly receive 2500.00 for assistance and it mysteriously disappeared since then she hasn't heard anything else about it. The city now wants residents to fill out a form to receive 9,000.00 are we supposed to believe we are going to get that. Lois Johnson is concerned about the credibility of the city.

Tasha Holloway 649 Saginaw Ave. reported that she does not have flood insurance or sewer protection; she stated that she is still cleaning up from the last natural disaster. Ms. Holloway has concerns about the drinking water. Ms. Holloway advised that the food banks suffered from the flood as well; and now she has a need for food and clean water in her home.

Joshua from the 1<sup>st</sup> ward reported that he contacted Serve Pro and was told that Calumet City has not been responding to their company. Joshua stated that something needs to be done about the constant flooding because the residents are losing sentimental items each time this happens.

Mayor Jones

Mayor Jones spoke about the City Council's efforts to help the residents. Mayor Jones advised the residents that the city is working with OC Strategies, Restore, and Service Masters to restore residents home from the flooding. Mayor Jones stated that residents have to have insurance and flood insurance. Mayor Jones spoke about FEMA's presence

Motion for Closed Session

Alderman Smith moved, seconded by Alderman Williams to enter into closed session to discuss seven matters at 6:34 p.m.

Alderman Wilson

Alderman Wilson motioned for a discussion.

Mayor Jones

Mayor Jones stated "we are in Executive Session at 6:34 p.m.

Alderman Wilson

Alderman Wilson stated there was a motion a second and then I asked for

Discussion about executive session.

Alderman Wilson

Alderman Wilson asked "will my council say anything?"

Mayor Jones

Mayor Jones stated again that we are now in executive session and asked the Aldermen to go into his office. He advised Alderman Wilson that there is an

decorum she has to follow.

Alderman Wilson

Alderman Wilson asked for a Parliamentarian she stated that according to Roberts Rule of Order she is able to ask for a discussion after a 1<sup>st</sup> and 2<sup>nd</sup>. Alderman's microphone was turned off and she continued to speak

she informed the residents that the Mayor gave a press conference stating that she voted No in the meeting on September 20<sup>th</sup>. Alderwoman Wilson reported that her she was continuously muted on the zoom call and then kicked off she stated that she was not on the zoom to vote.

Regular Order of Business

Alderman Navarrate moved, seconded by Alderman Tillman to return to the regular order of business at 7:27 p.m.

Approval of Minutes

August 29, 2023: Special Meeting  
September 11, 2023: Special Meeting  
September 14, 2023: Regular City Council Meeting  
September 20, 2023: Special Meeting

Tabeling of Minutes

Alderman Gardner moved, seconded by Alderman Patton to table the minutes as presented.

**MOTION CARRIED**

**REPORTS OF STANDING COMMITTEES**

Finance

Alderman Gardner had no report.

Public Safety

Alderman Williams had no report.

Public Utilities

Alderman Patton had no report.

Ord. & Res.

Alderman Tillman informed residents that a Resolution and Ordinance Committee meeting will be held on October 03, 2023 to discuss a Squatters Ordinance and an amendment to the Barbershop Ordinance.

H.E.W

Alderwoman Wilson thanked residents for attending tonight's meeting and staying through Executive Session. Alderwoman Wilson reported on a petition that she has started asking Governor Pritzker to deem September 17<sup>th</sup>s storm a natural disaster; the link for the petition can be found at AlderwomanWilson.com. Alderwoman Wilson reported on the September 20<sup>th</sup> Special meeting held via zoom; she stated that she was kicked out of the zoom and was not on the zoom to vote. Alderwoman Wilson polled the council on if she was in the meeting to vote all 5 members that was present agreed that she was not in the meeting to vote. Alderwoman Wilson spoke about the need for supplies for the youth that lost items in the flood; please visit AlderwomanWilson.com to donate.

Permits & Licenses

Alderman Smith had no report.

Public Works

Alderman Navarrete thanked Public Works, Fire Department, and the Police Department for their efforts during the September 17<sup>th</sup> flooding. Alderman Navarrete asked that residents in need of assistance go to the city's website and fill out the form.

## CITY COUNCIL REPORTS

### Ald. Navarrete

Alderman Navarrete reported that he has received several phone calls about the way he voted on September 20<sup>th</sup> in the Special meeting held via zoom. Alderman Navarrete asked the council to be supportive of the properties that are on this agenda for purchase.

### Ald. Wilson

Alderwoman Wilson asked everyone under the sound of her voice to do what's right. Alderwoman Wilson looks forward to the Calumet City Chargers partnership with Hammond Highschool. Alderwoman Wilson congratulated Calumet City Chargers for an awesome Homecoming. Alderwoman Wilson spoke about the 100 block of Herbert Breaclaw being submitted to the Council for repairs. Alderwoman Wilson would like residents to visit [AlderwomanWilson.com](http://AlderwomanWilson.com) to sign the petition to have September 17, 2023 storm considered a natural disaster.

### Ald. Tillman

Alderman Tillman invited 3<sup>rd</sup> and 4<sup>th</sup> ward residents to the meeting at Downey Park on October 2, 2023 at 6:30 p.m. Alderman Tillman spoke about item C14 on the agenda which is an Ordinance amending Chapter 90; Alderman Tillman would like is colleagues support.

### Ald. Williams

Alderman Williams invited 3<sup>rd</sup> and 4<sup>th</sup> ward residents to the meeting at Downey Park on October 2, 2023 at 6:30 p.m. Alderman Williams commended Public Safety and Public Works for how the flood on September 17<sup>th</sup> was handled. Alderman Williams sympathizes with the residents.

### Ald. Gardner

Alderman Gardner thanked Public Works, the Fire Department and the Police Department aid they offered on September 17, 2023. Alderman Gardner would any 5<sup>th</sup> ward residents that are in need or have concerns to contact his office at 7088918195.

### Ald. Patton

Alderman Patton spoke about his No vote in the Special zoom meeting on September 20, 2023. Thanked Public Works and the First Responders for their efforts on September 17<sup>th</sup>. Alderman Patton would like to thank Calumet City Police Department for their part in the arrest of the man who allegedly carjacked him a on June 28, 2023.

### Ald. Smith

Alderman Smith was absent.

## INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

- A. Revenue & Expenditure Status Report RE: Mayor Jones Disaster Declaration for the City of Calumet City for the flooding that occurred on Sunday, September 17, 2023.
- B. Permit Renewal RE: Cook County News from the 5th District.

- C. Investment Policy
- D. Letter of Resignation

RE: Cook County State’s Attorney’s Office’s (CCSAO) August 2023 re  
RE: Metropolitan Water Reclamation District of Greater Chicago (MW  
Press Release.

**Approval of Informational Items to be Accepted And Placed on File**

Alderman Tillman moved seconded by Alderman Patton to approve informational items to be accepted and placed on file.

**MOTION CARRIED**

**NEW BUSINESS**

**#1: Approve Intergovernmental Agreement**

Approve the Intergovernmental Agreement between the City of Calumet City and the Board of Education of Thornton Fractional High School District 215 and enter into the agreement through July 31, 2024.

**#2: Approve Strikeforce Agreement**

Approve the memorandum of understanding between the City of Calumet City and the Chicago OCDEF Strike Force and enter into the agreement for the period between October 1, 2023 through September 30, 2024.

**#3: Approve Amending of Handicap Ordina**

Direct the City Attorney to draft an ordinance to amend the handicap parking ordinance to approve and add a handicap pole to be located at 646 Buffalo.

**#4: Approve Emergency RFQ for Restoratic Vendors**

Direct the City Engineer, Public Works commissioner, Building Director, and City Attorney to draft an emergency RFQ for restoration vendors to assist residents.

**Approval of New Business Items**

Alderman Gardner motioned seconded by Alderman Patton to approve new business items.

**ROLL CALL**

YEAS: 6  
NAYS: 0  
ABSENT: 1

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

**MOTION CARRIED**

**BUILDING PERMITS**

**Privacy Fence**

1117 George Street Privacy 2nd  
Ward  
1770 Michigan City Rd Privacy 4th  
Ward  
1394 State Line Rd Privacy 6th  
Ward

**Approve Building Permits**

Alderman Wilson moved, seconded by Alderman Tillman, to approve the building permits as presented.

ROLL CALL

YEAS: 6  
NAYS: 0  
ABSENT: 1

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

**MOTION CARRIED**

**RESOLUTIONS AND ORDINANCE**

Res. #1 Polish American History

Resolution honoring Polish American History and declaring October Polish American History Month.

(Ord.#23-43)

(See attached page 3A)

Res.#2 October Breast Cancer Survivor Month

Resolution declaring October Breast Cancer Survivor month in the City of Calumet City.

(Res.#23-44)

(See attached page 4A)

Res.#3 Sale Agreement 807 Burnham Ave.

Resolution approving the purchase and sale agreement for 807 Burnham Avenue.

(Res.#23-45)

(See attached page 4A)

Res.#4 Sale Agreement 745 Torrence Ave

Resolution approving the purchase and sale agreement for 745 Torrence Avenue.

(Res.#23-46)

(See attached page 4B)

Res.#5 Sale Agreement 646 Burnham Ave

Resolution approving the purchase and sale agreement for 646 Burnham Avenue.

(Res.#23-47)

(See attached page 4B)

Res.#6 Sale Agreement 610 Burnham Ave

Resolution approving the purchase and sale agreement for 610 Burnham Avenue through our No Cash Bid process.

(Res.#23-48)

(See attached page 4B)

Res.#7 Sale Agreement 1539 Kenilworth Drive

Resolution approving the purchase and sale agreement for 1539 Kenilworth Drive through our No Cash Bid process.

(Res.#23-49)

(See attached page 4B)

Res.#8 Sale Agreement 1273 River Drive

Resolution approving the purchase and Sale for 1273 River Drive through our No Cash Bid process.

(Res.#23-50)

(See attached page 4B)

**RESOLUTION NO. 23-43**  
**PROCLAMATION**  
**POLISH-AMERICAN HERITAGE MONTH**

**WHEREAS**, this year marks the 28th annual celebration of Polish-American Heritage Month in Calumet City and the entire Calumet Region; and

**WHEREAS**, we join the Polish Roman Catholic Union of America in their celebration of their 150th year of service to its nearly 50,000 members nationwide and the Greater Polish American Community; and

**WHEREAS**, this year marks the 340th Anniversary of the Battle of Vienna, led by renowned Polish King Jan III Sobieski, who defeated the army of the Ottoman Empire, saved Europe from further attack and executed what is believed to be the largest cavalry charge in military history with his 18,000 winged Hussars; and

**WHEREAS**, on September 29th, former Solidarity Trade 3 Union leader, Polish President, Statesman and Nobel Peace Prize winner Lech Walesa turned 80 years old; and

**WHEREAS**, in October of 1996, Calumet City proclaimed the month of October as Polish American Heritage Month for the very first time; and

**WHEREAS**, since that time, the Polish-American Heritage Month Committee of Calumet City has done its part to acknowledge and celebrate Polish heritage, Culture and Pride; and

**WHEREAS**, to share our story with the greater Calumet City community, the Polish Heritage Month Committee has donated hundreds of books on Polish topics to the Calumet City Public Library; and

**WHEREAS**, this collection spans everything from Polish History, fiction, poetry, non-fiction, and Polish culinary arts; and

WHEREAS, if you live in the State of Illinois, you can have any of this extensive collection delivered to your home library through the “Interlibrary Loan Program”; and

WHEREAS, The Mayor and members of the City Council join the Polish-American Heritage Month Committee the Polish American Congress and all Polish American organizations across America, in celebrating October as Polish American Heritage Month in Calumet City for the 28th consecutive year;

**NOW, THEREFORE,** the Mayor and City Council of Calumet City, Illinois, proclaim October as “Polish American Heritage Month” in the City of Calumet City.

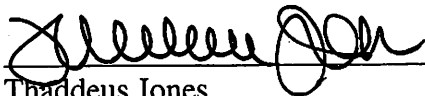
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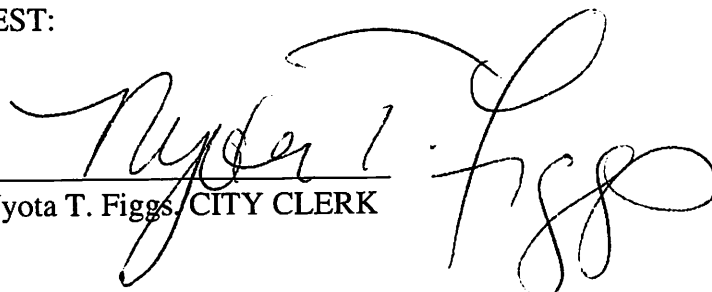
**ADOPTED** this 28<sup>th</sup> day of September 2023, pursuant to a roll call as follows:

	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 September 28, 2023.

  
Thaddeus Jones  
MAYOR

ATTEST:

  
Dr. Nyota T. Figgs, CITY CLERK

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

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**RESOLUTION  
NO. 23-45**

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**A RESOLUTION APPROVING THE PURCHASE AND SALE  
AGREEMENT FOR 807 BURNHAM AVENUE**

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**THADDEUS JONES, Mayor  
Dr. 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 September 28, 2023

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Prepared by: Peterson, Johnson, and Murray, LLC,  
200 W. Adams, Suite 2125, Chicago, IL 60606

CALUMET CITY  
Cook County, Illinois

**RESOLUTION NO. 23-45**

**A RESOLUTION APPROVING THE PURCHASE AND SALE  
AGREEMENT FOR 807 BURNHAM AVENUE**

**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**, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

**WHEREAS**, the Cook County Land Bank Authority has acquired 807 Burnham Avenue (PIN 30-17-120-057-0000) in Calumet City ("Subject Property"); and

**WHEREAS**, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for twenty thousand dollars (\$20,000); the Purchase and Sale Agreement herein as Exhibit 1 ("PSA"); and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens and residents to approve the Purchase and Sale Agreement for 807 Burnham Avenue.

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

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

**SECTION TWO:** The Mayor and City Council hereby approve and accept the Purchase and Sale Agreement attached herein as Exhibit 1. The Mayor or his designee are hereby authorized to execute the PSA, facilitate payment and execute any documents necessary to complete the purchase of said Subject Property for twenty thousand dollars (\$20,000), subject to review and revision by the City Attorney.

**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.

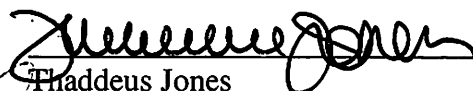
**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.

**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.

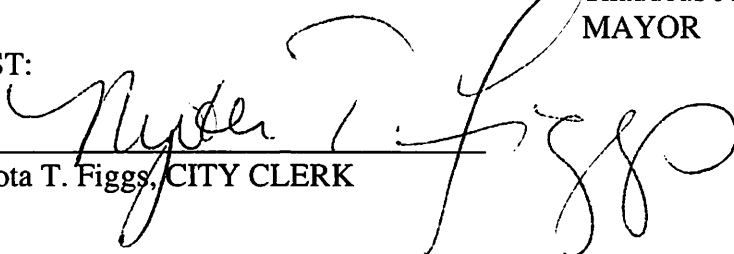
**ADOPTED** this 28th day of September, 2023, pursuant to a roll call as follows:

	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 September 28, 2023.

  
Thaddeus Jones  
MAYOR

ATTEST:

  
Dr. Nyota T. Figgs, CITY CLERK

## EXHIBIT 1 (TERM SHEET)

### PURCHASE AND SALE AGREEMENT (Conveyance to Municipal Partner)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered between the County of Cook d/b/a Cook County Land Bank Authority ("CCLBA" or "Seller"), and the City of Calumet City, an Illinois municipal corporation ("Purchaser") (collectively the "Parties"). For all purposes, the date of this Agreement (the "Effective Date") shall be the latest date of execution shown below the Parties' signatures.

#### RECITALS

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as **807 Burnham Avenue, Calumet City, Illinois 60409**, legally described in **Exhibit A** (the "Property").

2. **Purchase Price.** The purchase price for the Property shall be Twenty Thousand and no/100 dollars (\$20,000.00) ("Purchase Price") due in full in immediately available certified funds at Closing.

3. **Closing.** The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.

4. **Closing Costs; Recording.** Notwithstanding local custom, Purchaser shall pay all costs and take all necessary steps to record the Deed.

5. **Recognition of CCLBA Acquisition.** Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment, or other encumbrance.

6. **Condition of Property.**

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any

other matter affecting the stability, integrity or condition of the Property or improvements:

2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure;
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist, or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

B) Purchaser understands that mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. To the extent that any Mold is identified on the Property, Purchaser agrees to take all necessary measures to protect the health, safety, and welfare of Property inhabitants.

C) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

D) Seller shall have absolutely no duty to modify, alter or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

E) Purchaser waives any claim against Seller with respect to any of the Property conditions identified in this Section.

7. ***Disclosure of Lead-Based Paint Hazards.*** In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Purchaser hereby acknowledges that:

- A) the Purchaser has received the following Lead Warning Statement, and understands its contents:

“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.”

- B) the Purchaser has received a Lead Hazard Information pamphlet:
- C) Purchaser hereby waives any rights and/or remedies against the Seller provided to him as a Purchaser in the Residential Lead-Based Paint Hazard Reduction Act, including the Purchaser’s ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

8. **Occupancy Status of Property.** The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property. The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser’s reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property.

9. **Personal Property.** The Seller makes no representation or warranty as to the condition of any personal Property, title thereto, or whether any personal Property is encumbered by any liens. The Seller assumes no responsibility for any personal Property remaining on the Property at the time of Closing.

10. **Taxes and Special Assessments.** Seller is not required to provide any tax proration at Closing. Purchaser shall be responsible for any taxes that become due and payable after Closing. Seller represents and warrants that the Property is being transferred free and clear of property taxes through the year of Seller’s acquisition per Section 21-95 of the Property Tax Code. Subsequent taxes will not be prorated.

11. **Delivery of Possession of Property.** The Seller shall deliver possession of the Property to the Purchaser at Closing. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

12. **Deed.** The deed to be delivered by Seller at Closing shall be a Quit Claim Deed (“Deed”).

13. **Conditions to the Seller’s Performance.** The Seller shall have the right prior to Closing, at the Seller’s sole discretion, to terminate this Agreement if:

- A) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation:

B) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies; or

C) The Purchaser makes or has made any misrepresentation to the Seller in securing Seller's agreement to sell the Property to Purchaser, execute the term sheet, or execute this Agreement or any related document, including but not limited to any misrepresentation regarding how the transaction will be funded, or Purchaser makes a material change to its proposed financing of the purchase or rehabilitation of the Property without the Seller's written authorization.

**14. Risk of Loss.** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

**15. Keys.** The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any and all costs associated with activating the alarm, including changing the access code or obtaining keys.

**16. Survival.** Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

**17. Remedies.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Purchaser's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

**18. Miscellaneous.** The following general provisions govern this Agreement.

A) **No Waivers.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) **Time of Essence.** Time is of the essence of this Agreement.



C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**

**City of Calumet City**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**County of Cook d/b/a Cook County Land Bank Authority**

By: \_\_\_\_\_  
Jessica Caffrey, Executive Director

Date: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOTS 3, 4 AND 5 IN LIESENFELT'S RESUBDIVISION OF LOTS 1 TO 5 AND LOTS 42 TO 46 IN BLOCK 1 INCLUSIVE IN FAIRVIEW ADDITION. BEING A SUBDIVISION OF THE SOUTH 320 FEET OF THE NORTH 1896 FEET OF FRACTIONAL SECTION 17, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 30-17-120-057-0000

Common Address: 807 Burnham Avenue, Calumet City, Illinois 60409

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

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**RESOLUTION  
NO. 23-46**

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**A RESOLUTION APPROVING THE PURCHASE AND SALE  
AGREEMENT FOR 745 TORRENCE DRIVE**

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**THADDEUS JONES, Mayor  
Dr. 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 September 28, 2023

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Prepared by: Peterson, Johnson, and Murray, LLC,  
200 W. Adams, Suite 2125, Chicago, IL 60606

CALUMET CITY  
Cook County, Illinois

**RESOLUTION NO. 23-46**

**A RESOLUTION APPROVING THE PURCHASE AND SALE  
AGREEMENT FOR 745 TORRENCE DRIVE**

**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**, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

**WHEREAS**, the Cook County Land Bank Authority has acquired 745 Torrence Drive (PIN 30-18-100-022-0000) in Calumet City ("Subject Property"); and

**WHEREAS**, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for forty-five thousand dollars (\$45,000) the Purchase and Sale Agreement attached herein as Exhibit 1 ("PSA"); and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens and residents to approve the Purchase and Sale Agreement for 745 Torrence Drive.

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

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

**SECTION TWO:** The Mayor and City Council hereby approve and accept the Purchase and Sale Agreement attached herein as Exhibit 1. The Mayor or his designee are hereby authorized to execute the PSA, facilitate payment, and execute any documents necessary complete the purchase of said Subject Property for forty-five thousand dollars (\$45,000), subject to review and revision by the City Attorney.

**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.

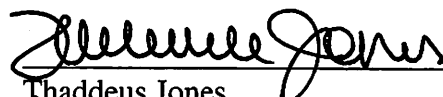
**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.

**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 28th day of September, 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 September 28, 2023.

  
Thaddeus Jones  
MAYOR

ATTEST:

  
Dr. Nyota T. Figgs, CITY CLERK

**EXHIBIT 1 (PSA)**

**PURCHASE AND SALE AGREEMENT**  
(Conveyance to Municipal Partner)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered between the County of Cook d/b/a Cook County Land Bank Authority ("CCLBA" or "Seller"), and the City of Calumet City, an Illinois municipal corporation ("Purchaser") (collectively the "Parties"). For all purposes, the date of this Agreement (the "Effective Date") shall be the latest date of execution shown below the Parties' signatures.

**RECITALS**

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as **745 Torrence, Calumet City, Illinois 60409**, legally described in **Exhibit A** (the "Property").

2. **Purchase Price.** The purchase price for the Property shall be Forty-Five Thousand and no/100 dollars (\$45,000.00) ("Purchase Price") due in full in immediately available certified funds at Closing.

3. **Closing.** The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.

4. **Closing Costs; Recording.** Notwithstanding local custom, Purchaser shall pay all costs and take all necessary steps to record the Deed.

5. **Recognition of CCLBA Acquisition.** Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment, or other encumbrance.

6. **Condition of Property.**

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to

landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any other matter affecting the stability, integrity or condition of the Property or improvements;

2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure:
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist, or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

B) Purchaser understands that mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. To the extent that any Mold is identified on the Property, Purchaser agrees to take all necessary measures to protect the health, safety, and welfare of Property inhabitants.

C) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

D) Seller shall have absolutely no duty to modify, alter or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

E) Purchaser waives any claim against Seller with respect to any of the Property conditions identified in this Section.

**7. Disclosure of Lead-Based Paint Hazards.** In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Purchaser hereby acknowledges that:

- A) the Purchaser has received the following Lead Warning Statement, and understands its contents:



“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.”

B) the Purchaser has received a Lead Hazard Information pamphlet:

C) Purchaser hereby waives any rights and/or remedies against the Seller provided to him as a Purchaser in the Residential Lead-Based Paint Hazard Reduction Act, including the Purchaser’s ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

8. **Occupancy Status of Property.** The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property. The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser’s reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property.

9. **Personal Property.** The Seller makes no representation or warranty as to the condition of any personal Property, title thereto, or whether any personal Property is encumbered by any liens. The Seller assumes no responsibility for any personal Property remaining on the Property at the time of Closing.

10. **Taxes and Special Assessments.** Seller is not required to provide any tax proration at Closing. Purchaser shall be responsible for any taxes that become due and payable after Closing. Seller represents and warrants that the Property is being transferred free and clear of property taxes through the year of Seller’s acquisition per Section 21-95 of the Property Tax Code. Subsequent taxes will not be prorated.

11. **Delivery of Possession of Property.** The Seller shall deliver possession of the Property to the Purchaser at Closing. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

12. **Deed.** The deed to be delivered by Seller at Closing shall be a Quit Claim Deed (“Deed”).

13. **Conditions to the Seller’s Performance.** The Seller shall have the right prior to Closing, at the Seller’s sole discretion, to terminate this Agreement if:

A) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation:

B) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies; or

C) The Purchaser makes or has made any misrepresentation to the Seller in securing Seller's agreement to sell the Property to Purchaser, execute the term sheet, or execute this Agreement or any related document, including but not limited to any misrepresentation regarding how the transaction will be funded, or Purchaser makes a material change to its proposed financing of the purchase or rehabilitation of the Property without the Seller's written authorization.

14. **Risk of Loss.** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

15. **Keys.** The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any and all costs associated with activating the alarm, including changing the access code or obtaining keys.

16. **Survival.** Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

17. **Remedies.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Purchaser's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

18. **Miscellaneous.** The following general provisions govern this Agreement.

A) **No Waivers.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) Time of Essence. Time is of the essence of this Agreement.

C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**

**City of Calumet City**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**County of Cook d/b/a Cook County Land Bank Authority**

By: \_\_\_\_\_

Jessica Caffrey, Executive Director

Date: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 5 (EXCEPT THEREFROM THAT PART OF THE WEST 50.00 FEET THEREOF LYING EAST OF THE EAST LINE OF ORIGINAL TORRENCE AVENUE) IN THE SUBDIVISION OF THE WEST  $\frac{1}{2}$  OF THE WEST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES 10 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5, FOR A DISTANCE OF 50.97 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES 00 SECONDS EAST 10.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 40.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 40.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

PIN: 30-18-100-022-0000

Common Address: 745 Torrence, Calumet City, Illinois 60409

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

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**RESOLUTION  
NO. 23-47**

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**A RESOLUTION APPROVING THE PURCHASE AND SALE  
AGREEMENT FOR 646 BURNHAM AVENUE**

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**THADDEUS JONES, Mayor  
Dr. 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 September 28, 2023

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Prepared by: Peterson, Johnson, and Murray, LLC,  
200 W. Adams, Suite 2125, Chicago, IL 60606

CALUMET CITY  
Cook County, Illinois

**RESOLUTION NO. 23-47**

**A RESOLUTION APPROVING THE PURCHASE AND SALE  
AGREEMENT FOR 646 BURNHAM AVENUE**

**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**, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

**WHEREAS**, the Cook County Land Bank Authority has acquired 646 Burnham Avenue (PIN 30-07-432-018-0000) in Calumet City ("Subject Property"); and

**WHEREAS**, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for twenty-five thousand dollars (\$25,000) the Purchase and Sale Agreement attached herein as Exhibit 1 ("PSA"); and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens and residents execute the PSA and purchase 646 Burnham Avenue.

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

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

**SECTION TWO:** The Mayor and City Council hereby approve and accept the Purchase and Sale Agreement attached herein as Exhibit 1. The Mayor or his designee are hereby authorized to execute the Purchase and Sale Agreement, facilitate payment and execute any documents, necessary to carry out the purchase of the Subject Property for twenty-five thousand dollars (\$25,000), subject to review and revision by the City Attorney.

**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.

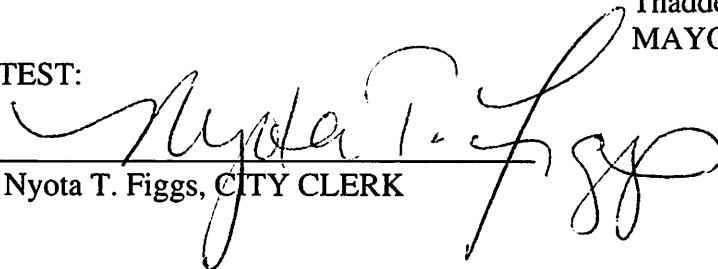
**ADOPTED** this 28th day of September, 2023, pursuant to a roll call as follows:

	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 September 28, 2023.

  
Thaddeus Jones  
MAYOR

ATTEST:

  
Dr. Nyota T. Figgs, CITY CLERK



## Exhibit 1 – PSA

### PURCHASE AND SALE AGREEMENT (Conveyance to Municipal Partner)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered between the County of Cook d/b a Cook County Land Bank Authority (“CCLBA” or “Seller”), and the City of Calumet City, an Illinois municipal corporation (“Purchaser”) (collectively the “Parties”). For all purposes, the date of this Agreement (the “Effective Date”) shall be the latest date of execution shown below the Parties’ signatures.

#### RECITALS

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as **646 Burnham Avenue, Calumet City, Illinois 60409**, legally described in **Exhibit A** (the “Property”).

2. **Purchase Price.** The purchase price for the Property shall be Twenty-Five Thousand and no/100 dollars (\$25,000.00) (“Purchase Price”) due in full in immediately available certified funds at Closing.

3. **Closing.** The closing of the purchase and sale (the “Closing”) shall take place no later than thirty (30) days (the “Closing Date”) at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.

4. **Closing Costs; Recording.** Notwithstanding local custom, Purchaser shall pay all costs and take all necessary steps to record the Deed.

5. **Recognition of CCLBA Acquisition.** Purchaser understands that the Seller acquired the Property “as is” and “with all faults.” Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment, or other encumbrance.

6. **Condition of Property:**

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN “AS IS” CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to

landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any other matter affecting the stability, integrity or condition of the Property or improvements:

2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure;
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist, or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

B) Purchaser understands that mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. To the extent that any Mold is identified on the Property, Purchaser agrees to take all necessary measures to protect the health, safety, and welfare of Property inhabitants.

C) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

D) Seller shall have absolutely no duty to modify, alter or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

E) Purchaser waives any claim against Seller with respect to any of the Property conditions identified in this Section.

7. ***Disclosure of Lead-Based Paint Hazards.*** In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Purchaser hereby acknowledges that:

- A) the Purchaser has received the following Lead Warning Statement, and understands its contents:

“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.”

B) the Purchaser has received a Lead Hazard Information pamphlet:

C) Purchaser hereby waives any rights and/or remedies against the Seller provided to him as a Purchaser in the Residential Lead-Based Paint Hazard Reduction Act, including the Purchaser’s ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

8. **Occupancy Status of Property.** The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property. The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser’s reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property.

9. **Personal Property.** The Seller makes no representation or warranty as to the condition of any personal Property, title thereto, or whether any personal Property is encumbered by any liens. The Seller assumes no responsibility for any personal Property remaining on the Property at the time of Closing.

10. **Taxes and Special Assessments.** Seller is not required to provide any tax proration at Closing. Purchaser shall be responsible for any taxes that become due and payable after Closing. Seller represents and warrants that the Property is being transferred free and clear of property taxes through the year of Seller’s acquisition per Section 21-95 of the Property Tax Code. Subsequent taxes will not be prorated.

11. **Delivery of Possession of Property.** The Seller shall deliver possession of the Property to the Purchaser at Closing. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

12. **Deed.** The deed to be delivered by Seller at Closing shall be a Quit Claim Deed (“Deed”).

13. **Conditions to the Seller’s Performance.** The Seller shall have the right prior to Closing, at the Seller’s sole discretion, to terminate this Agreement if:

A) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation:

B) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies; or

C) The Purchaser makes or has made any misrepresentation to the Seller in securing Seller's agreement to sell the Property to Purchaser, execute the term sheet, or execute this Agreement or any related document, including but not limited to any misrepresentation regarding how the transaction will be funded, or Purchaser makes a material change to its proposed financing of the purchase or rehabilitation of the Property without the Seller's written authorization.

**14. Risk of Loss.** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

**15. Keys.** The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any and all costs associated with activating the alarm, including changing the access code or obtaining keys.

**16. Survival.** Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

**17. Remedies.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Purchaser's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

**18. Miscellaneous.** The following general provisions govern this Agreement.

A) No Waivers. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) Time of Essence. Time is of the essence of this Agreement.

C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgment by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**

**City of Calumet City**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**County of Cook d/b/a Cook County Land Bank Authority**

By: \_\_\_\_\_  
Jessica Caffrey, Executive Director

Date: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOTS 22 AND 23 IN FORD CALUMET HIGHLANDS ADDITION TO WEST HAMMOND (NOW CALUMET CITY) BEING A SUBDIVISION OF THE EAST 1316 FEET OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OS SECTION 7, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 30-07-423-033-0000

Common Address: 610 Burnham Avenue, Calumet City, Illinois 60409

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

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**RESOLUTION  
NO. 23-48**

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**A RESOLUTION AUTHORIZING PURCHASE AND SALE  
AGREEMENT FOR 610 BURNHAM AVENUE**

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**THADDEUS JONES, Mayor  
Dr. 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 September 28, 2023

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Prepared by: Peterson, Johnson, and Murray, LLC,  
200 W. Adams, Suite 2125, Chicago, IL 60606



CALUMET CITY  
Cook County, Illinois

**RESOLUTION NO. 23-48**

**A RESOLUTION AUTHORIZING PURCHASE AND SALE  
AGREEMENT FOR 610 BURNHAM AVENUE**

**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**, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

**WHEREAS**, the Cook County Land Bank Authority has acquired 610 Burnham Avenue (PIN 30-07-423-033-0000) in Calumet City ("Subject Property"); and

**WHEREAS**, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for sixty-seven thousand dollars (\$67,000) pursuant to the Purchase and Sale Agreement attached herein as Exhibit 1 ("PSA"); and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens and residents to execute the Purchase and Sale Agreement for 610 Burnham Avenue.

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

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

**SECTION TWO:** The Mayor and City Council hereby approve the Purchase and Sale Agreement attached herein as Exhibit 1. The Mayor or his designee are hereby authorized to execute the PSA, facilitate payment of sixty seven thousand dollars (\$67,000) and execute any documents necessary to carry out the purchase of the Subject Property, subject to review and revision by the City Attorney.

**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.

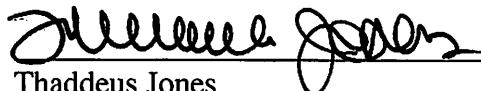
**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.

**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 28th day of September, 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 September 28, 2023.

  
Thaddeus Jones  
MAYOR

ATTEST:

  
Dr. Nyota T. Figg, CITY CLERK

## **EXHIBIT 1 (PURCHASE AND SALE AGREEMENT)**

### **PURCHASE AND SALE AGREEMENT** (Conveyance to Municipal Partner)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered between the County of Cook d/b/a Cook County Land Bank Authority ("CCLBA" or "Seller"), and the City of Calumet City, an Illinois municipal corporation ("Purchaser") (collectively the "Parties"). For all purposes, the date of this Agreement (the "Effective Date") shall be the latest date of execution shown below the Parties' signatures.

#### **RECITALS**

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as 610 Burnham Avenue, Calumet City, Illinois 60409, legally described in Exhibit A (the "Property").

2. **Purchase Price.** The purchase price for the Property shall be Sixty-Seven Thousand and no/100 dollars (\$67,000.00) ("Purchase Price") due in full in immediately available certified funds at Closing.

3. **Closing.** The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.

4. **Closing Costs; Recording.** Notwithstanding local custom, Purchaser shall pay all costs and take all necessary steps to record the Deed.

5. **Recognition of CCLBA Acquisition.** Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment, or other encumbrance.

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1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to

landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any other matter affecting the stability, integrity or condition of the Property or improvements:

2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure;
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist, or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

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**17. Remedies.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Purchaser's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

**18. Miscellaneous.** The following general provisions govern this Agreement.

A) **No Waivers.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) Time of Essence. Time is of the essence of this Agreement.

C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**

**City of Calumet City**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**County of Cook d/b/a Cook County Land Bank Authority**

By: \_\_\_\_\_  
Jessica Caffrey, Executive Director

Date: \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION**

LOTS 22 AND 23 IN FORD CALUMET HIGHLANDS ADDITION TO WEST HAMMOND (NOW CALUMET CITY) BEING A SUBDIVISION OF THE EAST 1316 FEET OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OS SECTION 7, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 30-07-423-033-0000

Common Address: 610 Burnham Avenue, Calumet City, Illinois 60409

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

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**RESOLUTION  
NO. 23-49**

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**A RESOLUTION APPROVING THE PURCHASE AND SALE  
AGREEMENT FOR 1539 KENILWORTH DRIVE**

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**THADDEUS JONES, Mayor  
Dr. 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 September 28, 2023

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Prepared by: Peterson, Johnson, and Murray, LLC,  
200 W. Adams, Suite 2125, Chicago, IL 60606

CALUMET CITY  
Cook County, Illinois

**RESOLUTION NO. 23-49**

**A RESOLUTION APPROVING THE PURCHASE AND SALE  
AGREEMENT FOR 1539 KENILWORTH DRIVE**

**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**, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

**WHEREAS**, the Cook County Land Bank Authority has acquired 1539 Kenilworth Drive (PIN 30-20-409-012-0000) in Calumet City ("Subject Property"); and

**WHEREAS**, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for thirty thousand dollars (\$30,000) the Purchase and Sale Agreement attached herein as Exhibit 1 ("PSA"); and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens and residents to approve the Purchase and Sale Agreement for 1539 Kenilworth Drive.

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

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

**SECTION TWO:** The Mayor and City Council hereby approve and accept the Purchase and Sale Agreement attached herein as Exhibit 1. The Mayor or his designee are hereby authorized to sign the PSA, facilitate payment and execute any documents necessary to complete the purchase of said Subject Property for thirty thousand dollars (\$30,000), subject to review and revision by the City Attorney.

**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.

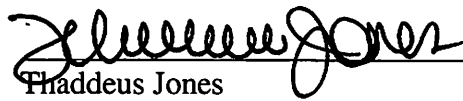
**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.

**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.

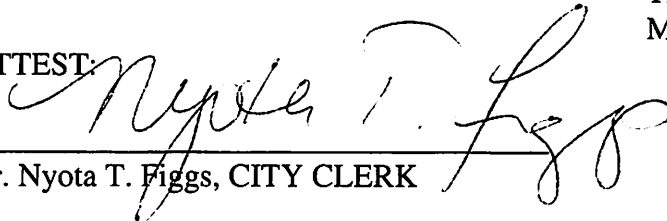
**ADOPTED** this 28th day of September, 2023, pursuant to a roll call as follows:

	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 September 28, 2023.

  
Thaddeus Jones  
MAYOR

ATTEST:

  
Dr. Nyota T. Figs, CITY CLERK

**EXHIBIT 1 (PSA)**

**PURCHASE AND SALE AGREEMENT**  
**(Conveyance to Municipal Partner)**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered between the County of Cook d/b/a Cook County Land Bank Authority ("CCLBA" or "Seller"), and the City of Calumet City, an Illinois municipal corporation ("Purchaser") (collectively the "Parties"). For all purposes, the date of this Agreement (the "Effective Date") shall be the latest date of execution shown below the Parties' signatures.

**RECITALS**

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as **1539 Kenilworth Drive, Calumet City, Illinois 60409**, legally described in **Exhibit A** (the "Property").

2. **Purchase Price.** The purchase price for the Property shall be Thirty Thousand and no/100 dollars (\$30,000.00) ("Purchase Price") due in full in immediately available certified funds at Closing.

3. **Closing.** The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.

4. **Closing Costs; Recording.** Notwithstanding local custom, Purchaser shall pay all costs and take all necessary steps to record the Deed.

5. **Recognition of CCLBA Acquisition.** Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment, or other encumbrance.

6. **Condition of Property.**

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any

other matter affecting the stability, integrity or condition of the Property or improvements:

2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure:
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist, or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

B) Purchaser understands that mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. To the extent that any Mold is identified on the Property, Purchaser agrees to take all necessary measures to protect the health, safety, and welfare of Property inhabitants.

C) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

D) Seller shall have absolutely no duty to modify, alter or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

E) Purchaser waives any claim against Seller with respect to any of the Property conditions identified in this Section.

7. ***Disclosure of Lead-Based Paint Hazards.*** In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Purchaser hereby acknowledges that:

- A) the Purchaser has received the following Lead Warning Statement, and understands its contents:

“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.”

- B) the Purchaser has received a Lead Hazard Information pamphlet:
- C) Purchaser hereby waives any rights and/or remedies against the Seller provided to him as a Purchaser in the Residential Lead-Based Paint Hazard Reduction Act, including the Purchaser’s ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

8. **Occupancy Status of Property.** The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property. The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property.

9. **Personal Property.** The Seller makes no representation or warranty as to the condition of any personal Property, title thereto, or whether any personal Property is encumbered by any liens. The Seller assumes no responsibility for any personal Property remaining on the Property at the time of Closing.

10. **Taxes and Special Assessments.** Seller is not required to provide any tax proration at Closing. Purchaser shall be responsible for any taxes that become due and payable after Closing. Seller represents and warrants that the Property is being transferred free and clear of property taxes through the year of Seller’s acquisition per Section 21-95 of the Property Tax Code. Subsequent taxes will not be prorated.

11. **Delivery of Possession of Property.** The Seller shall deliver possession of the Property to the Purchaser at Closing. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

12. **Deed.** The deed to be delivered by Seller at Closing shall be a Quit Claim Deed (“Deed”).

13. **Conditions to the Seller’s Performance.** The Seller shall have the right prior to Closing, at the Seller’s sole discretion, to terminate this Agreement if:

- A) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation:

B) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies: or

C) The Purchaser makes or has made any misrepresentation to the Seller in securing Seller's agreement to sell the Property to Purchaser, execute the term sheet, or execute this Agreement or any related document, including but not limited to any misrepresentation regarding how the transaction will be funded, or Purchaser makes a material change to its proposed financing of the purchase or rehabilitation of the Property without the Seller's written authorization.

**14. Risk of Loss.** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

**15. Keys.** The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any and all costs associated with activating the alarm, including changing the access code or obtaining keys.

**16. Survival.** Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

**17. Remedies.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Purchaser's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

**18. Miscellaneous.** The following general provisions govern this Agreement.

A) **No Waivers.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) **Time of Essence.** Time is of the essence of this Agreement.



C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**

**City of Calumet City**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**County of Cook d/b/a Cook County Land Bank Authority**

By: \_\_\_\_\_

Jessica Caffrey, Executive Director

Date: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 12 IN BLOCK 4 IN GOLD COAST SECOND ADDITION, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST  $\frac{1}{4}$ , BEING PART OF LOT 10 IN PLAT OF PARTITION BETWEEN THE HEIRS OF HANS JOHANN SCHRUMM IN SECTIONS 20 AND 29, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 30-20-409-012-0000

Common Address: 1539 Kenilworth Drive, Calumet City, Illinois 60409

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

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**RESOLUTION  
NO. 23-50**

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**A RESOLUTION APPROVING THE PURCHASE AND SALE  
AGREEMENT FOR 1273 RIVER DRIVE**

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**THADDEUS JONES, Mayor  
Dr. 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 September 28, 2023

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Prepared by: Peterson, Johnson, and Murray, LLC,  
200 W. Adams, Suite 2125, Chicago, IL 60606

CALUMET CITY  
Cook County, Illinois

**RESOLUTION NO. 23-50**

**A RESOLUTION APPROVING THE PURCHASE AND SALE  
AGREEMENT FOR 1273 RIVER DRIVE**

**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**, Calumet City, in the County of Cook, State of Illinois, is a home rule unit of government, and has the power to purchase real property; and

**WHEREAS**, there the Cook County Land Bank Authority has acquired 1273 River Drive (PIN 30-19-100-059-0000) in Calumet City ("Subject Property"); and

**WHEREAS**, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for seven thousand five hundred dollars (\$7,500); the Purchase and Sale Agreement is attached herein as Exhibit 1 ("PSA"); and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens and residents to approve the PSA for 1273 River Drive.

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

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

**SECTION TWO:** The Mayor and City Council hereby approve and accept the Purchase and Sale Agreement herein as Exhibit 1. The Mayor or his designee are hereby authorized to execute the PSA, facilitate payment and execute any documents necessary to carry out the purchase of said Subject Property for seven thousand five hundred dollars (\$7,500), subject to review and revision by the City Attorney.

**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.

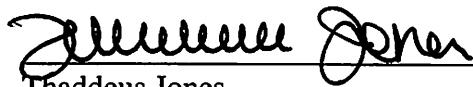
**SECTION FIVE:** The City Clerk shall publish this Resolution in pamphlet form.


**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 28th day of September, 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 September 28, 2023.

  
Thaddeus Jones  
MAYOR

ATTEST:  
  
Dr. Nyota T. Figgs, CITY CLERK

**EXHIBIT 1 (PSA)**

**PURCHASE AND SALE AGREEMENT**  
(Conveyance to Municipal Partner)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered between the County of Cook d/b/a Cook County Land Bank Authority ("CCLBA" or "Seller"), and the City of Calumet City, an Illinois municipal corporation ("Purchaser") (collectively the "Parties"). For all purposes, the date of this Agreement (the "Effective Date") shall be the latest date of execution shown below the Parties' signatures.

**RECITALS**

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. ***Property to be Purchased.*** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as **1273 River Drive, Calumet City, Illinois 60409**, legally described in **Exhibit A** (the "Property").

2. ***Purchase Price.*** The purchase price for the Property shall be Seven Thousand Five Hundred and no/100 dollars (\$7,500.00) ("Purchase Price") due in full in immediately available certified funds at Closing.

3. ***Closing.*** The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.

4. ***Closing Costs; Recording.*** Notwithstanding local custom, Purchaser shall pay all costs and take all necessary steps to record the Deed.

5. ***Recognition of CCLBA Acquisition.*** Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment, or other encumbrance.

6. ***Condition of Property.***

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to

landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any other matter affecting the stability, integrity or condition of the Property or improvements;

2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure:
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist, or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

B) Purchaser understands that mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. To the extent that any Mold is identified on the Property, Purchaser agrees to take all necessary measures to protect the health, safety, and welfare of Property inhabitants.

C) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

D) Seller shall have absolutely no duty to modify, alter or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

E) Purchaser waives any claim against Seller with respect to any of the Property conditions identified in this Section.

7. ***Disclosure of Lead-Based Paint Hazards.*** In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Purchaser hereby acknowledges that:

- A) the Purchaser has received the following Lead Warning Statement, and understands its contents:



“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.”

- B) the Purchaser has received a Lead Hazard Information pamphlet:
- C) Purchaser hereby waives any rights and/or remedies against the Seller provided to him as a Purchaser in the Residential Lead-Based Paint Hazard Reduction Act, including the Purchaser’s ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

8. **Occupancy Status of Property.** The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property. The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property.

9. **Personal Property.** The Seller makes no representation or warranty as to the condition of any personal Property, title thereto, or whether any personal Property is encumbered by any liens. The Seller assumes no responsibility for any personal Property remaining on the Property at the time of Closing.

10. **Taxes and Special Assessments.** Seller is not required to provide any tax proration at Closing. Purchaser shall be responsible for any taxes that become due and payable after Closing. Seller represents and warrants that the Property is being transferred free and clear of property taxes through the year of Seller’s acquisition per Section 21-95 of the Property Tax Code. Subsequent taxes will not be prorated.

11. **Delivery of Possession of Property.** The Seller shall deliver possession of the Property to the Purchaser at Closing. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

12. **Deed.** The deed to be delivered by Seller at Closing shall be a Quit Claim Deed (“Deed”).

13. **Conditions to the Seller's Performance.** The Seller shall have the right prior to Closing, at the Seller's sole discretion, to terminate this Agreement if:

A) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation;

B) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies; or

C) The Purchaser makes or has made any misrepresentation to the Seller in securing Seller's agreement to sell the Property to Purchaser, execute the term sheet, or execute this Agreement or any related document, including but not limited to any misrepresentation regarding how the transaction will be funded, or Purchaser makes a material change to its proposed financing of the purchase or rehabilitation of the Property without the Seller's written authorization.

**14. Risk of Loss.** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

**15. Keys.** The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any and all costs associated with activating the alarm, including changing the access code or obtaining keys.

**16. Survival.** Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

**17. Remedies.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Purchaser's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

**18. Miscellaneous.** The following general provisions govern this Agreement.

A) **No Waivers.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) Time of Essence. Time is of the essence of this Agreement.

C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**

**City of Calumet City**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**County of Cook d/b/a Cook County Land Bank Authority**

By: \_\_\_\_\_

Jessica Caffrey, Executive Director

Date: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 15 IN BLOCK 2 IN GREEN LAKE ADDITION TO CALUMET CITY, ILLINOIS, BEING A SUBDIVISION OF THE NORTH  $\frac{1}{2}$  OF THE EAST 40 ACRES OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFORM THE EAST 100 FEET THEREOF, ALSO EXCEPTING THE RIGHT-OF-WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, ALSO EXCEPTING ONE ACRE IN THE NORTHWEST CORNER THEREOF CONVEYED TO THE TRUSTEES OF SCHOOLS OF SAID TOWNSHIP, ALL IN COOK COUNTY, ILLINOIS.

PIN: 30-19-100-059-0000

Common Address: 1273 River Drive, Calumet City, Illinois 60409

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

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**RESOLUTION  
NO. 23-51**

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**A RESOLUTION AUTHORIZING CALUMET CITY TO PARTICIPATE  
IN THE COOK COUNTY NO CASH BID PROGRAM FOR EIGHT (8)  
UNOCCUPIED MULTI-FAMILY HOMES**

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**THADDEUS JONES, Mayor  
Dr. 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 September 28, 2023

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Prepared by: Peterson, Johnson, and Murray, LLC,  
200 W. Adams, Suite 2125, Chicago, IL 60606

CALUMET CITY  
Cook County, Illinois

**RESOLUTION NO. 23-51**

**A RESOLUTION AUTHORIZING CALUMET CITY TO PARTICIPATE  
IN THE COOK COUNTY NO CASH BID PROGRAM FOR EIGHT (8)  
UNOCCUPIED MULTI-FAMILY HOMES**

**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 City has identified certain parcels of real estate as potential sites for residential redevelopment; and

**WHEREAS**, the real estate taxes on said parcels of real estate have not been paid for at least one or more years; and

**WHEREAS**, Cook County has established a no-cash bid process as a part of the sale of delinquent taxes for municipalities to acquire property for rehabilitation and redevelopment, thereby returning such property to the tax rolls; and

**WHEREAS**, Calumet City desires to apply to Cook County to make no-cash bids for delinquent real estate taxes to acquire the following eight (8) parcels with unoccupied multi-family residences in an effort to encourage redevelopment and increase tax revenues within the City limits; and

**WHEREAS**, the City intends to sell the properties to developers to renovate and restore the multi-family homes via residential redevelopment in order to return the properties to the tax roll; and

**WHEREAS**, the City wishes to apply to Cook County to make no-cash bids for delinquent real estate taxes to acquire all of the following unoccupied residential parcels:

<b><u>Item #</u></b>	<b><u>Volume#</u></b>	<b><u>PIN</u></b>	<b><u>Property Status and Type</u></b>	<b><u>Address</u></b>
1	205	29-12-209-043-0000	unoccupied apartment building	364 Crandon
2	223	30-08-307-012-0000	unoccupied apartment building	417 Sibley
3	223	30-08-312-025-0000	unoccupied apartment building	550 Harrison
4	223	30-08-409-032-0000	unoccupied apartment building	604 Ingraham
5	223	30-08-415-031-0000	unoccupied apartment building	660 Douglas

6	224	30-17-100-008-0000	unoccupied apartment building	533 Pulaski
7	224	30-17-100-045-0000	unoccupied apartment building	506 154th Place
8	225	30-18-228-007-0000	unoccupied apartment building	805 Greenbay

**WHEREAS**, the City is required to prepare an application and thereafter proceed to a tax deed; and

**WHEREAS**, the City is required to report to the Cook County Department of Planning & Development annually for five (5) consecutive years or until the intended use is complete, whichever occurs last; and

**WHEREAS**, the City shall utilize legal counsel to assist in preparing a no-cash bid application, proceeding to tax deed, performing all legal activities associated therewith and bear all legal costs and other costs associated with acquisition of the parcels and the no-cash bid program; 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 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That Mayor is authorized and directed to submit to the County Board an application for Certificate of Purchase for delinquent taxes on a no-cash bid basis for the real estate parcels described herein.

**Section 3.** That Mayor is hereby authorized and directed to do or cause to be done any and all actions to accomplish the acquisition of the aforesaid parcels of property for purposes of rehabilitation and redevelopment in the event a Certificate of Purchase is received from the County of Cook.

**Section 4.** If a Certificate of Purchase is received from the County, the City shall utilize the legal services of Peterson, Johnson & Murray, LLC, to obtain the tax deed and the City will bear all legal and other costs associated with the acquisition of the Property.

**Section 5.** The City shall annually report to the Cook County Department of Planning & Development informing and updating the County regarding each parcel's status for five (5) years or until the intended use is complete, whichever comes last.

**Section 6.** Once the City receives title to a parcel, it will file for and maintain tax exempt status for the Property until the tax deed is conveyed to a developer.

**Section 7.** There are no Third-Party Requests, proposals, or agreements by a developer, organization, or other private party for these no-cash bid requests.



**Section 8.** The various portions of this Resolution are hereby expressly declared to be severable, and the invalidity of any such portion of this Resolution shall not affect the validity of any other portions of this Resolution which shall be enforced to the fullest extent possible.

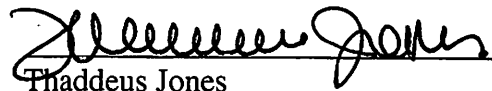
**Section 9.** All policies, ordinances, resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

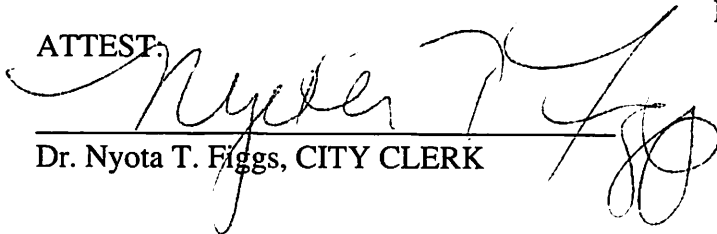
**Section 10.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**ADOPTED** this 28<sup>th</sup> day of September, 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 September 28, 2023.

  
 Thaddeus Jones  
 MAYOR

ATTEST:  
  
 Dr. Nyota T. Figgs, CITY CLERK

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

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**RESOLUTION  
NO. 23-52**

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**A RESOLUTION AUTHORIZING CALUMET CITY TO PARTICIPATE  
IN THE COOK COUNTY NO CASH BID PROGRAM FOR TEN (10)  
UNOCCUPIED SINGLE FAMILY HOMES**

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**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 September 28, 2023

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Prepared by: Peterson, Johnson, and Murray, LLC,  
200 W. Adams, Suite 2125, Chicago, IL 60606

CALUMET CITY  
Cook County, Illinois

**RESOLUTION NO. 23-52**

**A RESOLUTION AUTHORIZING CALUMET CITY TO PARTICIPATE  
IN THE COOK COUNTY NO CASH BID PROGRAM FOR TEN (10)  
UNOCCUPIED SINGLE FAMILY HOMES**

**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 City has identified certain parcels of real estate as potential sites for residential redevelopment; and

**WHEREAS**, the real estate taxes on said parcels of real estate have not been paid for at least one or more years; and

**WHEREAS**, Cook County has established a no-cash bid process as a part of the sale of delinquent taxes for municipalities to acquire property for rehabilitation and redevelopment, thereby returning such property to the tax rolls; and

**WHEREAS**, Calumet City desires to apply to Cook County to make no-cash bids for delinquent real estate taxes to acquire the following ten (10) parcels with unoccupied single family residences in an effort to encourage redevelopment and increase tax revenues within the City limits; and

**WHEREAS**, the City intends to sell the properties to developers to renovate and restore the homes via residential redevelopment in order to return the properties to the tax roll; and

**WHEREAS**, the City wishes to apply to Cook County to make no-cash bids for delinquent real estate taxes to acquire all of the following unoccupied residential parcels:

<b>Item #</b>	<b>Volume#</b>	<b>PIN</b>	<b>Property Status and Type</b>	<b>Address</b>
1	222	30-07-422-033-0000	unoccupied residential home	630 Greenbay Ave.
2	223	30-08-405-012-0000	unoccupied residential home	530 Ingraham Ave.
3	223	30-08-112-027-0000	unoccupied residential home	510 Garfield
4	224	30-17-207-003-0000	unoccupied residential home	41 155th Place

5	225	30-18-129-018-0000	unoccupied residential home	1126 156th Place
6	225	30-18-132-023-0000	unoccupied residential home	1024 Michigan City
7	225	30-18-225-030-0000	unoccupied residential home	792 Buffalo Ave
8	225	30-18-227-014-0000	unoccupied residential home	796 Greenbay Ave
9	225	30-19-100-075-0000	unoccupied residential home	1389 River Drive
10	225	30-19-100-093-0000	unoccupied residential home	1361 River Drive

**WHEREAS**, the City is required to prepare an application and thereafter proceed to a tax deed; and

**WHEREAS**, the City is required to report to the Cook County Department of Planning & Development annually for five (5) consecutive years or until the intended use is complete, whichever occurs last; and

**WHEREAS**, the City shall utilize legal counsel to assist in preparing a no-cash bid application, proceeding to tax deed, performing all legal activities associated therewith and bear all legal costs and other costs associated with acquisition of the parcels and the no-cash bid program; 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 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That Mayor is authorized and directed to submit to the County Board an application for Certificate of Purchase for delinquent taxes on a no-cash bid basis for the real estate parcels described herein.

**Section 3.** That Mayor is hereby authorized and directed to do or cause to be done any and all actions to accomplish the acquisition of the aforesaid parcels of property for purposes of rehabilitation and redevelopment in the event a Certificate of Purchase is received from the County of Cook.

**Section 4.** If a Certificate of Purchase is received from the County, the City shall utilize the legal services of Peterson, Johnson & Murray, LLC, to obtain the tax deed and the City will bear all legal and other costs associated with the acquisition of the Property.

**Section 5.** The City shall annually report to the Cook County Department of Planning & Development informing and updating the County regarding each parcel's status for five (5) years or until the intended use is complete, whichever comes last.

**Section 6.** Once the City receives title to a parcel, it will file for and maintain tax exempt status for the Property until the tax deed is conveyed to a developer.

**Section 7.** There are no Third-Party Requests, proposals, or agreements by a developer, organization, or other private party for these no-cash bid requests.

**Section 8.** The various portions of this Resolution are hereby expressly declared to be severable, and the invalidity of any such portion of this Resolution shall not affect the validity of any other portions of this Resolution which shall be enforced to the fullest extent possible.

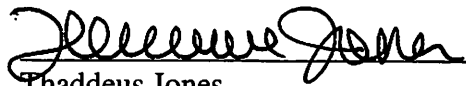
**Section 9.** All policies, ordinances, resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 10.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

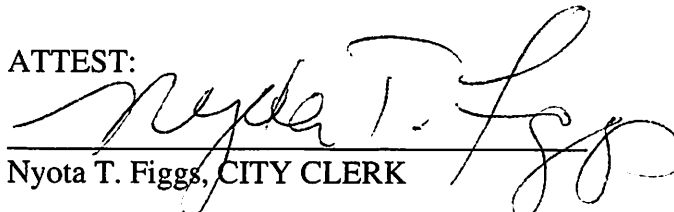
**ADOPTED** this 28<sup>th</sup> day of September, 2023, pursuant to a roll call as follows:

	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 September 28, 2023.

  
Thaddeus Jones  
MAYOR

ATTEST:

  
Nyota T. Figgs, CITY CLERK

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

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**RESOLUTION  
NO. 23-53**

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**A RESOLUTION AUTHORIZING CALUMET CITY TO PARTICIPATE  
IN THE COOK COUNTY NO CASH BID PROGRAM FOR FIVE (5)  
VACANT PARCELS**

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**THADDEUS JONES, Mayor  
Dr. 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 September 28, 2023

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Prepared by: Peterson, Johnson, and Murray, LLC,  
200 W. Adams, Suite 2125, Chicago, IL 60606

CALUMET CITY  
Cook County, Illinois

**RESOLUTION NO. 23-53**

**A RESOLUTION AUTHORIZING CALUMET CITY TO PARTICIPATE  
IN THE COOK COUNTY NO CASH BID PROGRAM FOR FIVE (5)  
VACANT LAND PARCELS**

**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 City has identified certain parcels of real estate as potential sites for residential redevelopment; and

**WHEREAS**, the real estate taxes on said parcels of real estate have not been paid for at least one or more years; and

**WHEREAS**, Cook County has established a no-cash bid process as a part of the sale of delinquent taxes for municipalities to acquire property for rehabilitation and redevelopment, thereby returning such property to the tax rolls; and

**WHEREAS**, Calumet City desires to apply to Cook County to make no-cash bids for delinquent real estate taxes to acquire the following five (5) parcels of vacant land in an effort to encourage redevelopment and increase tax revenues within the City limits; and

**WHEREAS**, the City intends to sell the properties to developers to construct new homes in order to return the properties to the tax roll; and

**WHEREAS**, the City wishes to apply to Cook County to make no-cash bids for delinquent real estate taxes to acquire all of the following vacant land parcels:

<b>Count</b>	<b>Volume</b>	<b>PIN</b>	<b>Property Status and Type</b>	<b>Address</b>
1	223	30-08-326-025-0000	vacant land	666 Freeland
2	224	30-17-100-014-0000	vacant land	523 Pulaski
3	224	30-17-100-044-0000	vacant land	506 154th Place
4	224	30-17-100-007-0000	vacant land	701 Burnham
5	224	30-17-207-004-0000	vacant land	41 155th Place

**WHEREAS**, the City is required to prepare an application and thereafter proceed to a tax deed; and

**WHEREAS**, the City is required to report to the Cook County Department of Planning & Development annually for five (5) consecutive years or until the intended use is complete, whichever occurs last; and

**WHEREAS**, the City shall utilize legal counsel to assist in preparing a no-cash bid application, proceeding to tax deed, performing all legal activities associated therewith and bear all legal costs and other costs associated with acquisition of the parcels and the no-cash bid program; 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 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That Mayor is authorized and directed to submit to the County Board an application for Certificate of Purchase for delinquent taxes on a no-cash bid basis for the real estate parcels described herein.

**Section 3.** That Mayor is hereby authorized and directed to do or cause to be done any and all actions to accomplish the acquisition of the aforesaid parcels of property for purposes of rehabilitation and redevelopment in the event a Certificate of Purchase is received from the County of Cook.

**Section 4.** If a Certificate of Purchase is received from the County, the City shall utilize the legal services of Peterson, Johnson & Murray, LLC, to obtain the tax deed and the City will bear all legal and other costs associated with the acquisition of the Property.

**Section 5.** The City shall annually report to the Cook County Department of Planning & Development informing and updating the County regarding each parcel's status for five (5) years or until the intended use is complete, whichever comes last.

**Section 6.** Once the City receives title to a parcel, it will file for and maintain tax exempt status for the Property until the tax deed is conveyed to a developer.

**Section 7.** There are no Third-Party Requests, proposals, or agreements by a developer, organization, or other private party for these no-cash bid requests.

**Section 8.** The various portions of this Resolution are hereby expressly declared to be severable, and the invalidity of any such portion of this Resolution shall not affect the validity of any other portions of this Resolution which shall be enforced to the fullest extent possible.

**Section 9.** All policies, ordinances, resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

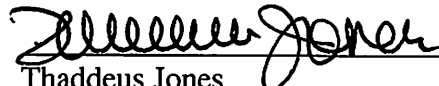


**Section 10.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

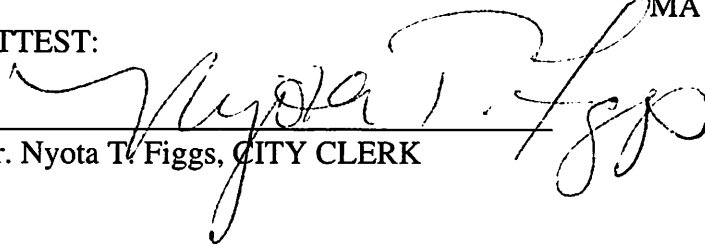
**ADOPTED** this 28<sup>th</sup> day of September, 2023, pursuant to a roll call as follows:

	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 September 28, 2023.

  
Thaddeus Jones  
MAYOR

ATTEST:

  
Dr. Nyota T. Figs, CITY CLERK

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

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**ORDINANCE NUMBER 23-26**

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

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**THADDEUS JONES, Mayor  
DR. NYOTA T. FIGGS, City Clerk  
DEJUAN GARDNER  
MICHAEL NAVARRETE  
JAMES PATTON  
ANTHONY SMITH  
DEANDRE TILLMAN  
RAMONDE WILLIAMS  
MONET WILSON**

**Aldermen**

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Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on September 28, 2023

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

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**ORDINANCE NO. 23-26**

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

**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, 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**, Calumet City has determined that it is in the best interest to prohibit truck parking in the City generally and limit the parking of commercial vehicles to certain designated areas; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:**

**Section 1.** That Chapter 90 of the Calumet City Municipal Code is hereby amended to add the bold underlined text and/or delete the text as indicated:

**Sec. 90-323. Prohibited Overnight Parking of Trucks and Construction Equipment.**

- (A) Notwithstanding any other provision of the City Code to the contrary, the overnight parking of the following vehicles on any City street is prohibited:
- (1) Trucks or buses or other commercial vehicles, except Class B and Class C licensed vehicles or vehicles registered as recreational vehicles under the Illinois Motor Vehicle Code; and
  - (2) Motorized construction equipment.
- (B) No truck or bus or other commercial vehicle except Class B and Class C licensed vehicles or vehicles registered as recreational vehicles under the Illinois Motor Vehicle Code) or towable contractor's equipment or trailer shall be stored or parked on any lot in any residence district unless such truck, bus, towable equipment or

trailer is being used in connection with a legitimate service actually being rendered for the benefit of such lot.

**Sec. 90-324. Trucks, Truck Tractors, etc. in Residential and Commercial Areas.**

No semi-trailer, truck tractor, tractor/trailer combination or truck that is classified as a commercial vehicle with a gross vehicle weight rating (GVWR) over 10,000 pounds shall be parked in any residential area at any time except for immediate pickup or delivery. No semi-trailer, truck tractor, tractor/trailer combination or truck that is classified as a commercial vehicle with a gross vehicle weight rating (GVWR) over 10,000 pounds shall be parked in any commercial area at any time except for immediate pickup or delivery or unless such vehicle is parked in a truck loading area designed for loading and unloading. Notwithstanding the foregoing, semi-trailer, truck tractor, tractor/trailer combination or truck that is classified as a commercial vehicle with a gross vehicle weight rating (GVWR) over 10,000 pounds may only be parked overnight in a Licensed truck stop establishment as defined by the Illinois Gaming Act, 230 ILCS 40/1, et seq.

**Sec. 90-325. Citations and Fines for violations of Sections 90-323 and 324.**

Any person who violates any provision of this chapter may be cited in any amount of not less than two hundred and fifty dollars (\$250.00) nor more than that amount which is prescribed and permitted by law. In addition to fining any violator, the City may tow any semi-trailer, truck tractor, tractor/trailer combination or truck that is classified as a commercial vehicle with a gross vehicle weight rating (GVWR) over 10,000 pounds in violation of Sections 90-323 and Sections 90-324 of the City's Municipal Code.

**Section 2: Superseder.** In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the City, the terms of this Ordinance shall govern. In the event that a conflict exists between the text of any portion of Chapter 90 of the City Code and this Ordinance, the terms of this Ordinance shall govern.

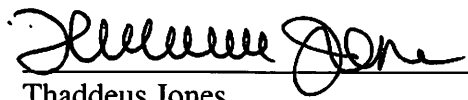
**Section 3: Severability.** This Ordinance and every provision thereof shall be considered severable and the invalidity of any section clause, paragraph, sentence or provision of this Ordinance will not affect the validity of any other portion of this Ordinance.

**Section 4: Effective Date.** This Ordinance shall be in full force and effect upon its passage and publication in pamphlet form, in accordance with law, and the provisions of the Calumet City's Municipal Code amended herein shall be reprinted with the changes.

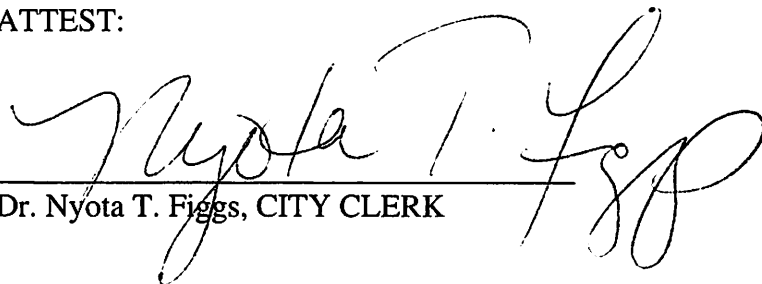
**ADOPTED** this 28<sup>th</sup> day of September, 2023, pursuant to a roll call as follows:

	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 September 28, 2023.

  
\_\_\_\_\_  
Thaddeus Jones  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Dr. Nyota T. Figgs, CITY CLERK

Ord.#9 Amending Chapter 14, Article III

(Tabled)

Ordinance amending Chapter 14, Article III, regarding the adoption of the international residential code of the code of Ordinances of the City of Calumet City, Cook County, Illinois. (Tabled)  
(Tabled)

Ord.#10 Amending Chapter 14, Article X

(Tabled)

(Tabled)

Ordinance amending Chapter 14, Article X, regarding the adoption of the international property maintenance code of the code of Ordinances of the City of Calumet City, Cook County, Illinois.  
(Tabled)

Alderman Tillman moved, seconded by Alderwoman Wilson to table the Ordinance amending Chapter 14, Article III, and the Ordinance amending Chapter 14, Article X.

Tabling of Resolution and Ordinance Items #9 and #10

Alderman Tillman moved, seconded by Alderman Wilson to table Resolutions and Ordinances items #9 and #10

ROLL CALL

YEAS: 6

NAYS: 0

ABSENT: 1

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

ALDERMEN: None

ALDERMEN: Smith

**MOTION CARRIED**

Res.#11 No Cash Bid Program

Resolution authorizing Calumet City to participate in the cook county No Cash Bid program for eight (8) unoccupied multi-family homes.

(Res.#23-51)

(See attached page 4B)

Res.#12 No Cash Bid Program

Resolution authorizing Calumet City to participate in the cook county No Cash Bid program for eight (10) unoccupied single family homes.

(Res.#23-52)

(See attached page 4B)

Res.#13 No Cash Bid Program

Resolution authorizing Calumet City to participate in the cook county No Cash Bid program for ten (5) unoccupied multi-family homes.

(Res.#23-53)

(See attached page 4B)

Ord.#14 Amending Chapter 90

Ordinance amending chapter 90 of the municipal code Calumet City, Cook County, Illinois Governing and Traffic and Vehicles.

(Res.#23-26)

(See attached page 4B)

Approval Resolutions and Ordinances

ROLL CALL

YEAS: 6  
NAYS: 0  
ABSENT: 1

Alderman Tillman moved, seconded by Alderman Patton to approve Resolutions and Ordinances numbers 1-8 and 11-14 as presented.

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

**MOTION CARRIED**

**FINANCIAL MATTERS**

#1: Payment to Health Endeavors

Approve and authorize the City Treasurer to remit payment to Health Endeavors in the amount of \$20,240.00. This expenditure should be withdrawn from line item #06607-52484. This is for the annual physicals per contract for the fire personnel.

#2: Payment to ef Design

Approve payment to ef Design (inv #2584) for State of the City mailer, in the amount of \$8,866.00 and direct City Treasurer Tarka to remit payment from account #01099-52351.

#3: Payment to Complex Network Solutions

Approve the repair and reinstallation of the pole camera located in the area of Sibley & Torrence that was damaged as a result of a traffic crash, to be performed by Complex Network Solutions, in the amount of \$11,250.00; authorize the City Treasurer to remit payment to Complex Network Solutions in the amount of \$11,250.00, to be charged to account 01060-52336.

#4: Payment to Diesel Laptops

Approve and authorize the City Treasurer to remit payment to Diesel Laptops in the amount of \$10,450. This expenditure should be withdrawn from line item #06617-54150.

#5: Payment to AXON

Approve the purchase of three (3) Fleet 2 cameras by AXON in the amount of \$21,395.34; Authorize the City Treasurer to remit the first-year payment in the amount of \$5,917.86 to be charged to account 01060-55114.

#6: Payment to Lavender Touch Cleaning

Approve janitorial services to be performed by Lavender Touch Cleaning at the Police Department; authorize the City Treasurer to remit monthly payments in the amount of \$5,100.00 to Lavender Touch Cleaning, to be charged to account 01060-52345.

Tabling of Financial Matter #6

Alderman Wilson moved, seconded by Alderman Patton to table Financial Item number 6

ROLL CALL

YEAS: 6

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

NAYS: 0  
ABSENT: 1

ALDERMEN: None  
ALDERMEN: Smith

**MOTION CARRIED**

#7: Payment to Cook County Land Bank Authority

Approve the Mayor's signature on an agreement to purchase the property 807 Burnham Avenue in the amount of \$20,000.00 from the Cook County Land Bank Authority - utilizing account #01085-55108.

#8: Payment to Cook County Land Bank Authority

Approve the Mayor's signature on an agreement to purchase the property 745 Torrence in the amount of \$45,000.00 from the Cook County Land Bank Authority - utilizing account #01085-55108.

#9: Payment to Cook County Land Bank Authority

Approve the Mayor's signature on an agreement to purchase the property 646 Burnham Avenue in the amount of \$25,000.00 from the Cook County Land Bank Authority - utilizing account #01085-55108.

#10: Payment to Cook County Land Bank Authority

Approve the Mayor's signature on an agreement to purchase the property 610 Burnham Avenue in the amount of \$67,000.00 from the Cook County Land Bank Authority - utilizing account #01085-55108.

#11: Payment to Cook County Land Bank Authority

Approve the Mayor's signature on an agreement to purchase the property 1539 Kenilworth Drive in the amount of \$30,000.00 from the Cook County Land Bank Authority - utilizing account #01085-55108.

#12: Payment Cook to County Land Bank Authority

Approve the Mayor's signature on an agreement to purchase the property 1273 River Drive in the amount of \$7,500.00 from the Cook County Land Bank Authority - utilizing account #01085-55108.

#13: Payment to Benford Brown & Associates

Approve payment to Benford Brown & Associates for invoice #18220; authorize the City Treasurer to remit payment in the amount of \$4,750.00 and charge account #01099-52610.

Payment of Invoice #18220

Alderman Gardner moved, seconded by Alderman Tillman to make payment to Benford Brown & Associates

ROLL CALL

YEAS: 3  
NAYS: 3  
ABSENT: 1

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

**MOTION FAILED**

#14: Payment to Benford Brown & Associates

Approve payment to Benford Brown & Associates for invoice #18222; authorize the City Treasurer to remit payment in the amount of \$7,125.00 and charge account #01099-52610.



Payment of Invoice #18222

Alderman Tillman moved, seconded by Alderman Gardner to make payment to Benford Brown & Associates.

ROLL CALL

YEAS: 3  
NAYS: 3  
ABSENT: 1

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

**MOTION FAILED**

#15: Payment to Chicago Communications

Approve payment to Chicago Communications, in the amount of \$7,145.00 (Invoice# CAL CITY-7003012), and direct City Treasurer Tarka to remit payment from account 01071- 53310.

#16: Payment to B&B Auto Repair

Approve payment to B&B Auto Repair in the amount of \$5,826.92 (Invoice# CAL CITY-13943), and direct City Treasurer Tarka to remit payment from account 01071-54150.

#17: Payment to Desmond Clark

Approve buyback for Desmond Clark; authorize the City Treasurer to remit payment in the amount listed in communication and charge account #01060-51310.

#18: Payment to Alondra Sepulveda

Approve buyback for Alondra Sepulveda due to their resignation from position with the City of Calumet City; authorize the City Treasurer to remit payment in the amount listed in communication and charge account #01060-51175.

#19: Payment to Calumet City Plumbing (Invoice #59029)

Approve cost payable to Calumet City Plumbing for invoice 59029, in the amount of \$8,594.39 Please direct City Treasurer to remit payment from account 03036-52349.

#20: Payment to Farnsworth (Invoice #245499)

Approve payment to Farnsworth (inv #245499) Project 0221894, in the amount of \$10,000.00 and direct City Treasurer Tarka to remit payment from account #01099-52600.

#21: Payment to Farnsworth (Invoice #245496)

Approve payment to Farnsworth (Inv #245496) for Project #0211565, in the amount of \$11,046.75 and direct City Treasurer Tarka to remit payment from account #01099-52600.

#22: Payment to City Clerk Dr. Nyota T. Figgs

Approve attendance for City Clerk Nyota T. Figgs to the National Association University conference on November 10-12, 2023 and approve expenditures for conference (registration, lodging, travel, per diem); direct the City Treasurer to remit payment in the amount of \$500 to City Clerk Figgs and charge account # 01022-52300 (All documentation will be submitted to the Treasurer Office).

#23: Payment to CDS Office Technologies

Approve the purchase of 5 Panasonic Toughbooks, Desktop Docking Station, and a 36-month Security Software subscription in the amount of \$18,360.00. Authorize the City Treasurer to remit payment to CDS

Office Technologies in the amount of \$18,360.00 to be charged to account 01060-55114.

#24: Payment to City Clerk Nyota T. Figgs

Approve reimbursement to City Clerk Nyota T. Figgs for classes; direct the City Treasurer to remit payment to the City Clerk Nyota T. Figgs in the amount of \$660.00 from the conference and travel account # 01022-52300 (All documentation will be submitted to the Treasurer Office).

#25: Payment to Republic Services (Invoice #0721-007672963)

Approve cost payable to Republic Services for invoice 0721-007672963, in the amount of \$14,459.80 Please direct City Treasurer to remit payment from account 01041- 52141.

#26: Payment to Republic Services (Invoice #0721-007674710)

Approve cost payable to Republic Services for invoice 0721-007674710, in the amount of \$312,384.02 Please direct City Treasurer to remit payment from account 30807- 52141.

#27: Payment to Greentree Enterprises (Invoice #3510)

Approve cost payable to Greentree Enterprises for invoice 3510, LLC, in the amount of \$14,153.35. Please direct City Treasurer to remit payment from account 30807-55160.

#28: Payment to Piekarski & Sons (Invoice #41598)

Approve cost payable to Piekarski & Sons for invoice 41598, in the amount of \$6,985.00. Please direct City Treasurer to remit payment from account 30807-55160.

#29: Payment to Piekarski & Sons (Invoice #41597)

Approve cost payable to Piekarski & Sons for invoice 41597, in the amount of \$8,975.00. Please direct City Treasurer to remit payment from account 30807-55160.

#30: Payment to Lyons-Pinner Electric (Invoice #16317)

Approve cost payable to Lyons-Pinner Electric for invoice 16317, in the amount of 8,444.57. Please direct City Treasurer to remit payment from account 04007-52449.

#31: Payment to Core & Main (Invoice # T515363)

Approve cost payable to Core & Main for invoice T515363, in the amount of \$29,972.00. Please direct City Treasurer to remit payment from account 03036-53408.

#32: Payment to Core & Main (Invoice # R955855)

Approve cost payable to Core & Main for invoice R955855, in the amount of \$49,500.00. Please direct City Treasurer to remit payment from account 03036-53408.

#33: Payment to Calumet City Plumbing (Invoice #58648)

Approve cost payable to Calumet City Plumbing for invoice 58648, in the amount of \$14,960.88. Please direct City Treasurer to remit payment from account 03036-52349.

#34: Payment to Calumet City Plumbing (Invoice #59358)

Approve cost payable to Calumet City Plumbing for invoice 59358, in the amount of \$22,500.00. Please direct City Treasurer to remit payment from account 03036-52349.

#35: Payment to Halo Branded Solutions

Approve African American Historical 2024 Calendars payable to Halo Branded Solutions, in the amount not to exceed \$10,500.00 and

direct City Treasurer Tarka to remit payment from account 01099-52681.

#36: Payment to Calumet City Plumbing

Approve payment 4 in the amount of \$481,634.10 to Calumet City Plumbing for the City’s Lead Service Line Replacement Project remit payment from account #12607-55145 (Capital Project Fund-Lead Service Replacement Line).

#37: Payment to Peterson, Johnson & Murray

Approve payment to Peterson, Johnson & Murray for the invoices below and authorize Treasurer Tarka to remit payment in the total amount of \$32,123.54 and charge account #01025-52200. Invoice #140204 - \$210.00 Invoice #140205 - \$13,436.24 Invoice #140206 - \$504.00 Invoice #140207 - \$945.00 Invoice #140208 - \$168.00 Invoice #140209 - \$147.00 Invoice #140210 - \$63.00 Invoice #140211 - \$1,029.00 Invoice #140212 - \$147.00 Invoice #140213 - \$14,571.30 Invoice #140214 - \$399.00 Invoice #140215 - \$504.00

#38: Payment to Josh Brown

Approve buyback for Josh Brown for their remaining vacation time from calendar year 2022; authorize the City Treasurer to remit payment in the amount listed in communication and charge account #03036-51139.

#39: Payment to Kevin Embrey

Approve buyback for Kevin Embrey for their remaining vacation time from calendar year 2022; authorize the City Treasurer to remit payment in the amount listed in communication and charge account #01041-51139.

#40: Payment to Gerald Surufka

Approve buyback for Gerald Surufka for their remaining vacation time from calendar year 2022; authorize the City Treasurer to remit payment in the amount listed in communication and charge account #03036-52071.

#41: Payment for Payroll (\$955,089.40)

Approve Payroll (\$955,089.40)

#42: Payment for Emergency Bill Listing (\$9,863.00)

Approve Emergency Bill Listing (\$9,863.00)

#43: Payment for Bill Listing (\$822,895.53)

Approve Bill Listing (\$822,895.53)

Approve Financial Items

Alderman Gardner seconded by Alderman Smith motioned for the approval of Financial Matters number 1-5, 7-12, 15-43 as amended.

ROLL CALL

YEAS: 6  
NAYS: 0  
ABSENT: 1

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

**MOTION CARRIED**

**UNFINISHED BUSINESS**

Ald. Wilson

Alderman Wilson stated that she loves the 2<sup>nd</sup> ward and they are stuck with her until 2025.

Ald. Williams

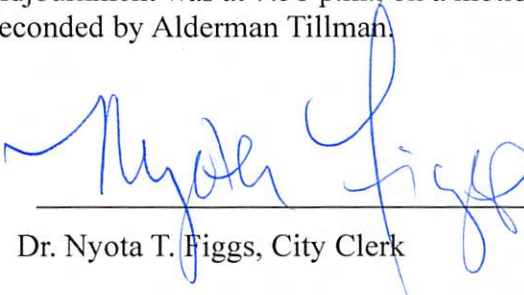
Alderman Williams would like any residents with any concerns to call his office (708)-891-8194

Ald. Wilson

Alderman Wilson report was inaudible due to gavel being used while she was speaking.

**ADJOURNMENT**

Adjournment was at 7:58 p.m., on a motion by Alderman Patton seconded by Alderman Tillman.



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Dr. Nyota T. Figgs, City Clerk

**MOTION CARRIED**