JOURNAL OF PROCEEDINGS

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

OCTOBER 09, 2025

Public Comment

Daphin March 286 Yates Ave commented regarding nicotine being given to her son at Dirkson Middle School. Daphin March stated her son began to feel ill and alerted the nurse and the Principal that him and some of his classmates were given nicotine gum by their teacher. Daphin March stated that her son is traumatized by the thought of attending school because he doesn't want to be bullied by his peers or have uncomfortable encounters with his teachers.

Wynette Ellison 286 Exchange Avenue commented regarding the repair of state line road she stated the repairs are needed and that she has to dodge potholes daily.

Lakisha Pearson 635 Jeffrey Avenue commented regarding her 11-year-old son being given the equivalent to 8 cigarettes at school by a teacher. Lakisha Pearson spoke about the lack of response from Alderman Williams, Mayor Jones and Dirkson Middle School. Lakisha Pearson commended Alderwoman Wilson for her support.

Pledge Of Allegiance

The City Council of the City of Calumet City met in the City Council Chambers at 6:05 p.m. in a regular meeting on October 09, 2025, with Mayor Thaddeus Jones present and presiding.

ROLL CALL

PRESENT:

6

ABSENT: 1

ALDERMEN: Harvey, Wilson, Williams, Gardner, Nelson,

Phillips.

ALDERMEN: Tillman

Also present were: City Clerk Dr. Nyota T. Figgs, City Treasurer Tarka, Police Chief Kolosh, Deputy Clerk I Jessica Coffee, Deputy Clerk II Quentin Dailey, City Engineer Matt Sterk, Fire Chief Glenn Bachert, City Administrator Deanne Jaffrey, Economic Development Shanice Monterubio, Economic Development Director Christina Signoreli, City Attorney Mark Sterk.

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

Pastor Stokes led the council in prayer.

Police Chief Report

Police Chief Kolosh reported on the incident that the Calumet Police Department is investigating at Dirksen regarding children

being given Nicotine Gum.

Police Chief Kolosh stated that questions and concerns should

be directed to School District 149.

City Engineer Report

On the State Street Project

Matt Buerger reported that 194 to Torrence Avenue on State is currently being worked on and the project should be completed by the end of November. This project is excluding the

Burnham portion of the street.

Mayor Jones Report

Mayor Jones reported that Governor Pritzker approved a grant and \$162,000,000.00 dollars will be used for painting bridges, repairing the bishop ford expressway, light signals and a design overlay. Mayor Jones the economic development team for their hard work.

Mayor Jones reported he went to Washington and met with legislators and had an additional \$5,000,000.00 dollars

earmarked for Calumet City.

Mayor Jones announced a \$25,000.00 dollar check will be given to the Treasurer to cover cost of the employees and alderperson that went to Washington D.C. at the end of September.

Approval of Minutes

Regular City Council Meeting September 25, 2025 Special City Council Meeting September 29, 2025

Approval of Minutes

Alderwoman Nelson moved, seconded by Alderwoman Harvey to approve the minutes as presented.

MOTION CARRIED

INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

A. Local Highways and State Highways

RE: Motion to accept the announcement of Governor JB Pritzker announces a \$552 million dollar (actual amount is \$552,997,000) both Local Highways and State Highways infrastructure investment program in Rep. Thaddeus Jones 29th district, including nearly \$160 million (actual amount is \$160,500,000) to the City of Calumet City for the next five years.

B. 2024 Audited Financial Statement

RE: Treasurer Tarka submitting the Fiscal Year 2024 Audited Financial Statement, Single Audit Report, Management Letter, CYEFR Audit Report and TIF Compliance Opinion for the City of Calumet City for Fiscal Year Ended April 30, 2024.

C. Fire Chief Bachert's (ISO) Report

RE: Letter of Commendation for CCFD Paramedics Tony Benignetti and Luke Nolan.

D. Homeowner Relief Fund RE: Cook County Homeowner Relief Fund Summary & Eligibility. E. Outstanding Customer Service RE: Mr. Greer thanking Director Tillman and Lakesha Kyles for their outstanding customer service. Approval of Informational Items to be Alderwoman Phillips moved, seconded by Alderwoman Harvey to Accepted and Placed on File approve informational items to be accepted and placed on file. **MOTION CARRIED** Alderwoman Nelson moved, seconded by Alderwoman Harvey to Motion to Deviate deviate from the regular order of business at 6:27 p.m. to discuss Class 8 requests. MOTION CARRIED Adam Dotson requested a renewal Class 8 incentive for 281 River Attorney Adam Dotson Brief Presentation 281 River Oaks Oaks (Calumet Plumbing CO., INC.) Class 8 Class 8 Request Attorney Adam Dotson Brief Adam Dotson requested a renewal Class 8 incentive for 562-578 Torrence Avenue (Calumet Property Management, INC.) Presentation 562-578 Torrence Avenue Class 8 Request Alderwoman Wilson commented regarding the cleanliness of the Alderwoman Wilson parking lot and the need for barriers to keep down the accidents that take place. Adam Dotson stated he will speak with the owners and report Adam Dotson back to Economic Development.

Attorney Adam Dotson Brief
Presentation 1530 Huntington Drive
Class 8 Request

Adam Dotson requested a renewal Class 8 incentive for 1530 Huntington Drive (Gasvoda and Associates, INC.)

Owner Alex Alvarez Gave a Brief Presentation 971 Burnham Avenue Class 8 Request Owner Alex Alvarez stated he purchased 971 Burnham Avenue from the Land Bank and the idea is to open up a tint and detail shop and give back to the community.

Return to the Regular Order of Business

Alderwoman Harvey moved seconded by Alderwoman Nelson to return back to the regular order of business at 6:35 p.m.

NEW BUSINESS

#1: Direct Public Works to Install Resident Only Parking

Accept the announcement of Governor JB Pritzker announces a \$552 million dollar (actual amount is \$552,997,000) both Local Highways and State Highways infrastructure investment program in Rep. Thaddeus Jones 29th district, including nearly \$160 million (actual amount is \$160,500,000) to the City of Calumet City for the next five years.

#3: Direct City Attorney to Draft Handicap Parking Ordinance

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 543 155th Place.

#4: Approve Local Public Agency Engineering Services Agreement

Direct the City of Calumet City council to approve and authorize Mayor and Clerk to sign the Local Public Agency Engineering Services Agreement (BLR 05530) for Wentworth Avenue Reconstruction Phase I project to be funded through Surface Transportation Program.

#5: Direct Public Works to Install Children Playing Sign

Approve and direct Public Works to install a caution sign for children playing or watch out for children sign to be located at 26 Harding Ave.

#6: Direct Public Works to Install Resident Only Parking

Approve be and direct Public Works to install, Resident Only Parking Signs with address at the following locations, 525 Muskegon, 552 Muskegon, 555 Muskegon, 402 Manistee, 386 Marquette, and 519 Escanaba.

#7: Joint Funding Agreement for Federally Funded PE/ROW

Directing the City of Calumet City council to approve and authorize Mayor and Clerk to sign Joint Funding Agreement for Federally Funded PE/ROW (BLR 05310PE) for the Wentworth Avenue Reconstruction Phase I project. This project will utilize federal Surface Transportation Program (STP) funding totaling \$2,300,000.00. The City is receiving TDCH funds in the amount \$460,000 that will provide the local match to the \$1,840,000 in STP funding, requiring no local match from the City.

Approval Of New Business Items #1, and 3-7

Alderwoman Harvey moved seconded by Alderwoman Phillips to approve new business items #1, and 3-7.

ROLL CALL

YEAS: 6 ALDERMEN:

Harvey, Wilson, Williams, Gardner, Nelson,

Phillips

0 NAYS:

ALDERMEN:

None

ABSENT: 1

ALDERMEN:

Tillman

#2: Retiree Health Insurance

Motion to renew retiree health insurance with Blue Cross Blue Shield Medicare Supplement Plan for the plan calendar year 2025 using Option 1 of changing certain benefits as noted on the attached PDF. Or

Or Motion to renew retiree health insurance with Blue Cross Blue Shield

Medicare Supplement Plan for the plan calendar year 2025 with no benefit changes.

Mayor Jones

Mayor Jones stated Finance Director John Kasperek would like the council to choose Option 1 of changing certain benefits as noted on the attached PDF.

Approval of New Business Items

Alderman Gardner moved, seconded by Alderwoman Wilson to approve new business item #2, Option 1 of changing certain benefits as noted on the attached PDF, with discussion.

Discussion

Alderwoman Wilson inquired if the retirees were asked their preference.

Mayor Jones responded that retirees attended the last meeting, and they are fine with the changes because they understand that the Government made changes.

ROLL CALL

YEAS: 6

0

1

ABSENT:

NAYS:

ALDERMEN:

Harvey, Wilson, Williams, Gardner, Nelson, Phillips

ALDERMEN: 1

None

ALDERMEN:

Tillman

MOTION CARRIED

#8: Direct Public Works to Install

A No Parking Sign

Direct Public Works to install a No Parking Sign to be located at 801 163rd on the Superior side of street.

Approval of New Business Item #8 Alderwoman Phillips moved, seconded by Alderman Gardner to approve new business item #8.

ROLL CALL

YEAS:

6

ALDERMEN:

ALDERMEN:

Harvey, Wilson, Williams, Gardner, Nelson, Phillips

NAYS:

ABSENT:

0

None Tillman

ALDERMEN: T

BUILDING PERMITS

New Fence

706 Green Bay Ave 1st Ward Privacy Fence - moving existing fence back

371 Bensley

4th Ward Privacy Fence

337 Bensley Ave

4th Ward Privacy Fence

1212 Arthur

7th Ward Privacy Fence

Approval of Building Permits

Alderwoman Wilson moved, seconded by Alderwoman Nelson to

(Amended)

approve New Fence Building Permits as amended.

ROLL CALL

YEAS:

6

ALDERMEN:

Harvey, Wilson, Williams, Gardner, Nelson, Phillips

NAYS:

0

ALDERMEN:

None

ABSENT:

1

ALDERMEN: Tillman

MOTION CARRIED

New Garage

415 Pulaski Road 5th Ward New Garage 1512 Shirley Drive 6th Ward New Garage

Approval of Building Permits

Alderman Gardner moved, seconded by Alderman Williams to approve New Garage Building Permits as amended.

(Amended)

ROLL CALL

YEAS:

6

ALDERMEN:

Harvey, Wilson, Tillman, Williams, Gardner,

Nelson, Phillips

NAYS:

0

ALDERMEN: None

ABSENT:

1

ALDERMEN: Tillman

MOTION CARRIED

RESOLUTIONS AND ORDINANCES

Res.1 A Resolution Authorizing

Acceptance

A Resolution authorizing acceptance of State of Illinois Highway and multimodal improvement program funding to the City of Calumet

City.

Res.#25-47

(See Attached 6A)

Res.2 A Resolution Honoring Life and

Legacy

A Resolution Honoring the Life and Legacy of Billie Jean Lucas.

Res.#25-48

(See Attached 6B)

Res.3 A Proclamation

Res.#25-49

Proclamation Polish- American Heritage Month

(See Attached 6C)

Regular City Council Meeting

6

October 09, 2025

THE CITY OF CALUMET CITY COOK COUNTY, ILLINOIS

RESOLUTION NUMBER 25-47

A RESOLUTION AUTHORIZING ACCEPTANCE OF STATE OF ILLINOIS HIGHWAY AND MULTIMODAL IMPROVEMENT PROGRAM FUNDING TO THE CITY OF CALUMET CITY

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

DEJUAN GARDNER
SHALISA HARVEY
MIACOLE NELSON
MELISSA PHILLIPS
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 October 09, 2025

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

RESOLUTION NUMBER 25-47

A RESOLUTION AUTHORIZING ACCEPTANCE OF STATE OF ILLINOIS HIGHWAY AND MULTIMODAL IMPROVEMENT PROGRAM FUNDING TO THE CITY OF CALUMET CITY

WHEREAS, the City of Calumet City, Cook County, Illinois ("City") is a home rule municipality organized and operating 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, on October 1, 2025, Governor JB Pritzker and the Illinois Department of Transportation (IDOT) announced a \$50.6 billion multi-year Highway and Multimodal Improvement Program to build and repair infrastructure in Illinois ("Program"), including includes \$400 million to support 223 local projects ranging from street and transit upgrades to bike and pedestrian improvements, which are based on priorities submitted by counties, cities, townships, transit districts and other local agencies; and

WHEREAS, \$160,500,000 million of Program funds has been granted to the City of Calumet City for the next five (5) years, subject to the authorized uses, terms, and conditions of the Program; and

WHEREAS, the Mayor and the City Council find that it is necessary and in the best interests of the health, welfare and safety of the City and its residents to accept the Program funds allocated for the City of Calumet City.

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

Section 1. RECITALS. The foregoing recitals are incorporated into this Resolution as though fully set forth in this Section 1.

Section 2. ACCEPTANCE. The Mayor and the City Council hereby accept the Program funds allocated to the City of Calumet City, and the Mayor and the City Clerk are authorized and directed to accept the Program funds on the City's behalf, and the Mayor is authorized to take all actions necessary to accept the funds, subject to the terms and conditions of the Program.

Section 3. SUPERSEDER. All ordinances, resolutions, and parts thereof in conflict with this Resolution are hereby repealed only to the extent they conflict with this Resolution.

Section 4. SEVERABILITY. If any part, subsection or clause of this Resolution is deemed unconstitutional, invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining sections, subsections, and clauses not affected thereby shall remain fully valid and enforceable.

Section 5. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[Signature page follows]

PASSED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this <u>09th</u> day of <u>October</u>, 2025, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Gardner	X			
Harvey	X	1 2 9		
Nelson	X			
Phillips	Х			
Tillman		_	X	
Williams	X			7
Wilson	Х			
(Mayor Jones)		-		
TOTAL	6		1	

APPROVED by the Mayor on October 09, 2025.

MAYOR

ATTEST:

Dr. Nyota T. Figgs

A Resolution Honoring the Life and Legacy of Billie Jean Lucas was not provided to the Clerks Office.

RESOLUTION 25-49

PROCLAMATION POLISH-AMERICAN HERITAGE MONTH

WHEREAS, Calumet City, formerly known as Sobieski Park, has been home to over 7 generations of Polish immigrants and their descendants; and

WHEREAS, for decades, Polish-Americans have persistently had a impactful presence and impact on governmental and business affairs in the City of Calumet City; 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 acknowledged and celebrated Polish heritage, culture and pride in the City of Calumet
City and its surrounding communities; and

WHEREAS, in 2008, Pulaski Park was dedicated as a lasting monument to Polish American history, culture and pride; and

WHEREAS, in an effort to share their story with the greater Chicagoland Community, the Polish Heritage Month Committee has donated hundreds of books on Polish topics over the years to the Calumet City Public Library; and

WHEREAS, for persons residing in the State of Illinois, the Polish Heritage Month Committee can deliver books from its extensive collection to your home library through the "Interlibrary Loan Program," which includes collections spanning from Polish history, fiction, poetry, non-fiction, and Polish culinary arts.

WHEREAS, the Mayor and members of the City Council join the Polish-American Heritage Month Committee, the Polish American Congress, and Polish American organizations across the United States, in celebrating October as Polish American Heritage Month in Calumet City for the 30th 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.

[INTENTIONALLY BLANK]

ADOPTED this 9th day of October 2025, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			10
Harvey	X			a - N
Nelson	X			
Phillips	X			
Tillman			X	
Williams	X			
Wilson	X			
(Mayor Jones)				

APPROVED by the Mayor on October 09, 2025.

Tiaddens Jones MAYOR

ATTEST:

Dr. Nyota T. Figgs CITY CLER

Res.4 A Resolution Supporting Class 8 Incentive

A Resolution consenting to and supporting a renewal of the Class 8 Incentive for 971 Burnham Avenue (971 Holdings, LLC.)

Res.#25-50

(See Attached 7A)

Res.5 A Resolution Supporting Class 8 Incentive

A Resolution consenting to and supporting a renewal of the Class 8 Incentive for 281 River Oaks (Calumet Plumbing CO., INC.)

Res.#25-51

(See Attached 7B)

Res.6 A Resolution Supporting Class 8 Incentive

A Resolution consenting to and supporting a renewal of the Class 8 Incentive for 562-578 Torrence Avenue (Calumet Property Management, INC.)

Res.#25-52

(See Attached 7C)

Res.7 A Resolution Supporting Class 8 Incentive

A Resolution consenting to and supporting a renewal of the Class 8 Incentive for 1530 Huntington Drive (Gasvoda and Associates, INC.)

Res.#25-53

(See Attached 7D)

Res.8 A Resolution Authorizing the Execution of an Agreement

A Resolution authorizing Mayor, City of Calumet City, to execute agreement and all related documents for the 2025 Community Development Block Grant (CDBG) Funding Award.

Res.#25-54

(See Attached 7E)

Res. 9 A Resolution Approving Purchase and Sale

A Resolution approving the purchase and sale for the purchase of 667 Burnham Avenue.

Res.#25-55

(See Attached 7F)

Res. 10 A Resolution Approving Purchase and Sale

A Resolution approving the purchase and sale for the purchase of 577 Burnham Avenue.

Res.#25-56

(See Attached 7G)

Approval of Resolutions

Alderwoman Wilson moved, seconded by Alderwoman Harvey, to adopt resolutions as presented.

ROLL CALL

YEAS:

6

NAYS:

0

ABSENT:

1

ALDERMEN:

Harvey, Wilson, Williams, Gardner, Nelson, Phillips

ALDERMEN: None

ALDERMEN:

Tillman

Res.4 A Resolution Supporting Class 8 Incentive

A Resolution consenting to and supporting a renewal of the Class 8 Incentive for 971 Burnham Avenue (971 Holdings, LLC.)

Res.#25-50

(See Attached 7A)

Res. 5 A Resolution Supporting Class 8 Incentive

A Resolution consenting to and supporting a renewal of the Class 8 Incentive for 281 River Oaks (Calumet Plumbing CO., INC.)

Res.#25-51

(See Attached 7B)

Res. 6 A Resolution Supporting Class 8 Incentive

A Resolution consenting to and supporting a renewal of the Class 8 Incentive for 562-578 Torrence Avenue (Calumet Property Management, INC.)

Res.#25-52

(See Attached 7C)

Res. 7 A Resolution Supporting Class 8 Incentive

A Resolution consenting to and supporting a renewal of the Class 8 Incentive for 1530 Huntington Drive (Gasvoda and Associates, INC.)

Res.#25-53

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Res. 10 A Resolution Approving Purchase and Sale

A Resolution approving the purchase and sale for the purchase of 577 Burnham Avenue.

Res.#25-56

(See Attached 7G)

Approval of Resolutions

Alderwoman Wilson moved, seconded by Alderwoman Harvey, to adopt resolutions as presented.

ROLL CALL

YEAS:

6

NAYS:

ABSENT:

0

ALDERMEN:

Harvey, Wilson, Williams, Gardner, Nelson, Phillip

ALDERMEN:

None Tillman

ALDERMEN:

THE CITY OF CALUMET CITY COOK, ILLINOIS

RESOLUTION NO. 25-50

A RESOLUTION CONSENTING TO AND SUPPORTING A REWEWAL OF THE CLASS 8 INCENTIVE FOR 971 BURNHAM AVENUE

(971 HOLDINGS, LLC)

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

DEJUAN GARDNER SHALISA D. HARVEY MIACOLE NELSON MELISSA PHILLIPS DEANDRE TILLMAN RAMONDE WILLIAMS MONET WILSON Aldermen

Published in pamphlet form by authority of the City Council of Calumet City Prepared by: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

RESOLUTION NO. 25-50

A RESOLUTION CONSENTING TO AND SUPPORTING A CLASS 8 INCENTIVE FOR 971 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**, the corporate authorities of the City of Calumet City desire to promote businesses as part of its economic development strategy; and
- WHEREAS, the corporate authorities have received a request from 971 Holdings, LLC, (the "Developer") seeking the City's support and consent for the filing of an application for its Class 8 Tax Incentive related to the property located at 971 Burnham Avenue, Calumet City, Illinois (the "Property"), with a legal description attached hereto as Exhibit A; and
- WHEREAS, the Property is situated within the Calumet Region Enterprise Zone and has been designated by the City as eligible for, and approved by, the Cook County Assessor for, Class 8 property tax incentives designed to encourage redevelopment ("Incentives"); and
- **WHEREAS**, the Property is eligible for a Class 8 designation as the building has been abandoned for more than twenty-four (24) consecutive months, and the Developer now seeks to redevelop the property for a hand car washing, vehicle detailing and tinting business (the "Project"); and
- **WHEREAS**, improvements to the Subject Property will involve roof repair and recoating, tuckpointing, new gutters, new plumbing and electrical throughout, a new gas service line, installation of an updated HVAC system, painting and asphalt repair; and
- WHEREAS, Developer anticipates that the Project will cost approximately thirty-five thousand dollars (\$35,000) in capital improvements to the Subject Property; and
- WHEREAS, Developer's business will create two (2) full-time jobs and three (3) part-time jobs in the community; and
- WHEREAS, the City seeks to promote new businesses as part of its economic development strategy, which will create new job opportunities for City residents and sources of revenue for the City; and
- WHEREAS, the City is willing to assist the Developer by obtaining Incentives for the Property; and

- WHEREAS, The Corporate Authorities, after due and careful consideration, have concluded that a Class 8 Tax Incentive for the Subject Property is necessary and in the best interest of the City in order to promote the redevelopment and use of the Subject Property, which will in turn promote the public health, safety, and welfare and serve the best interests of the City and its residents.
- **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 1.** The City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.
- <u>Section 2.</u> The City hereby supports and consents to Developer's Class 8 Tax Incentive application; and
- <u>Section 3.</u> The Class 8 Tax Incentive for the Subject Property is necessary to encourage redevelopment and occupancy of the Subject Property by the Developer, and that occupancy and use of the Subject Property is beneficial to the City's economy; and
- **Section 4.** That the City Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.
- <u>Section 5.</u> 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 09th day of October, 2025, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			
Harvey	X			
Nelson	Х			
Phillips	X			7 1 7 7 7
Tillman			X	
Williams	X	19		
Wilson	X			
(Mayor Jones)	8, 9,			

APPROVED by the Mayor on October 09, 2025

ATTECT.

Dr. Nyota T. Figgs, CITY CLER

Thaddeus Jones MAYOR

October 09, 2025

EXHIBIT A

LOTS 1 AND 2 IN BLOCK 2 IN FORREST ADDITION TO CALUMET CITY, BEING A SUBDIVISION OF THE WEST 15 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 30-17-301-001-0000 and 30-17-301-002-0000

Commonly known address: 971 Burnham Avenue

THE CITY OF CALUMET CITY COOK, ILLINOIS

RESOLUTION NO. 25-51

A RESOLUTION CONSENTING TO AND SUPPORTING A RENEWAL OF THE CLASS 8 INCENTIVE FOR 281 RIVER OAKS DRIVE

(CALUMET PLUMBING CO., INC.)

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

DEJUAN GARDNER SHALISA D. HARVEY MIACOLE NELSON MELISSA PHILLIPS DEANDRE TILLMAN RAMONDE WILLIAMS MONET WILSON Aldermen

Published in pamphlet form by authority of the City Council of Calumet City
Prepared by: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

RESOLUTION NO. <u>25-51</u>

A RESOLUTION CONSENTING TO AND SUPPORTING A RENEWAL OF THE CLASS 8 INCENTIVE FOR 281 RIVER OAKS 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, the corporate authorities of the City of Calumet City desire to promote and preserve businesses within the City; and

WHEREAS, the corporate authorities have received a request from Michael Giglio, the owner of Calumet Pluming Co., Inc., (the "Developer") seeking the City's support and consent for the filing of a renewal application for its Class 8 Tax Incentive related to the property located at 281 River Oaks Drive, Calumet City, Illinois (the "Property"), with a legal description attached hereto as Exhibit A; and

WHEREAS, the Property is situated within the Calumet Region Enterprise Zone and has been designated by the City as eligible for, and approved by, the Cook County Assessor for, Class 8 property tax incentives designed to encourage redevelopment ("Incentives"); and

WHEREAS, the Property was originally granted a Class 8 designation for occupying abandoned property, and the Developer now seeks to maintain this designation in order to preserve the economic viability of his business; and

WHEREAS, the Developer is in the water meter replacement business; and

WHEREAS, since 1998, Developer has replaced more than 75,000 water meters for numerous municipalities in Illinois and Indiana; and

WHEREAS, Developer currently employs more than forty (40) full-time employees; and

WHEREAS, the continuation of Incentives are essential for the Developer to remain a viable local business, the loss of such designation would create a financial burden on Developer's business operations; and

WHEREAS, the absence of the Incentives could be detrimental to the economic sustainability of Developer's business model; and

WHEREAS, the renewal of the designation is critical to ensure the economic viability of Developer's business at this location; and

- **WHEREAS**, the City supports the Developer's efforts to renew and maintain the Class 8 Tax Incentive for the Property, recognizing that the continued business operations at the site will contribute to the economic strength and vitality of Calumet City.
- **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:
- <u>Section 1.</u> The City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.
- **Section 2.** The City hereby supports and consents to the filing of an application for a Class 8 renewal classification for the Property.
- <u>Section 3.</u> The City finds that a renewal of the Class 8 Incentive at 281 River Oaks Drive is necessary to ensure the Developer's ability to maintain financially viable at its current location, and that without such designation, Developer may struggle to meet its tax burden and be forced to cease operations, causing the Property to become vacant and unused. Furthermore, the City finds that the renewal of the Class 8 Incentive is necessary and beneficial to the Calumet City economy.
- **Section 4.** That the City Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.
- <u>Section 5.</u> 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 9th day of October, 2025, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			
Harvey	Х			B 6
Nelson	X	_		
Phillips	X			
Tillman			Х	
Williams	X			
Wilson	X			
(Mayor Jones)				

MAYOR

APPROVED by the Mayor on October 9, 2025.

ATTEST:

Dr. Nyota 7. Fĭggs, CITY CLERK

Res.#25-51 Regular City Council Meeting

EXHIBIT A

Commonly known address: 281 River Oaks

Land Situated in the County of Cook in the State of IL
Outlot C in Gold Coast Manor Subdivision; a subdivision in the West half of Section 20,
Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County,
Illinois.

EXCEPTING THEREFROM:

That part of Outlot C in Gold Coast Manor Subdivision, in the West half of Section 20, Township 36 North, Range 15 East of the Third Principal Meridiani according to the plat thereof recorded April 26, 1955 as Document No. 16216020, in Cook County, Illinois, described as follows: Beginning at the Northeast corner of said Out lot C; thence on an assumed hearing of South 01 degree 26 minutes 01 second East on the East line of said Outlot C, 8.75 feet to a point 8.00 feet normally distant South of the North line of said Outlot C, thence North 67 degrees 31 minutes 01 second West parallel with said North line, 145.27 feet; thence North 22 degrees 27 minutes 30 seconds East, 8.00 feet to said North line; thence South 67 degrees 3 I minutes 0 I second East on said North line; 141.72 feet to the Point of Beginning.

PIN: 30-20-115-014-0000

THE CITY OF CALUMET CITY COOK, ILLINOIS

RESOLUTION NO. 25-52

A RESOLUTION CONSENTING TO AND SUPPORTING A RENEWAL OF THE CLASS 8 INCENTIVE FOR 562-578 TORRENCE AVENUE

(CALUMET PROPERTY MANAGEMENT, INC.)

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

DEJUAN GARDNER SHALISA D. HARVEY MIACOLE NELSON MELISSA PHILLIPS DEANDRE TILLMAN RAMONDE WILLIAMS MONET WILSON Aldermen

Published in pamphlet form by authority of the City Council of Calumet City
Prepared by: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

RESOLUTION NO. 25-52

A RESOLUTION CONSENTING TO AND SUPPORTING A RENEWAL OF THE CLASS 8 INCENTIVE FOR 562-578 TORRENCE 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**, the corporate authorities of the City of Calumet City desire to promote and preserve businesses within the City; and
- WHEREAS, the corporate authorities have received a request from Calumet Property Management, Inc., (the "Developer") seeking the City's support and consent for the filing of a renewal application for its Class 8 Tax Incentive related to the property located at 562-578 Torrence Avenue, Calumet City, Illinois (the "Property"), with a legal description attached hereto as Exhibit A; and
- WHEREAS, the Property is situated within the Calumet Region Enterprise Zone and has been designated by the City as eligible for, and approved by, the Cook County Assessor for, Class 8 property tax incentives designed to encourage redevelopment ("Incentives"); and
- WHEREAS, the Property was originally granted a Class 8 designation for new construction, and the Developer now seeks to maintain this designation in order to preserve the economic viability of its business; and
 - WHEREAS, the Developer currently leases the multi-unit strip mall; and
- WHEREAS, Developer's tenants currently employ ten (10) full-time employees and fifteen (15) part-time employees; and
- **WHEREAS**, the continuation of Incentives are essential for the Developer to remain a viable local business, the loss of such designation would require it to increase commercial rents above market rates; and
- WHEREAS, without the Class 8 designation, it will be difficult for Developer to retain or attract tenants, which will result in the Property becoming vacant; and
- **WHEREAS**, the absence of the Incentives would render the Developer's business model unsustainable, making renewal of the designation critical for the ongoing economic viability of Developer's business; and

- WHEREAS, the City supports the Developer's efforts to renew and maintain the Class 8 Tax Incentive for the Property, recognizing that the continued business operations at the site will contribute to the economic strength and vitality of Calumet City.
- **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:
- <u>Section 1.</u> The City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.
- <u>Section 2.</u> The City hereby supports and consents to the filing of an application for a Class 8 renewal classification for the Property.
- <u>Section 3.</u> The City finds that a renewal of the Class 8 Incentive at 562-578 Torrence Avenue is necessary for the Developer's ability to maintain competitive at its current location, and that without such designation, Developer would struggle to maintain its tenants causing the Property to become vacant and unused. Furthermore, the City finds that the renewal of the Class 8 Incentive is necessary and beneficial to the Calumet City economy.
- **Section 4.** That the City Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.
- <u>Section 5.</u> 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 9th day of October, 2025, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			
Harvey	X			
Nelson	X			
Phillips	X			1 1 10
Tillman			X	*
Williams	X			
Wilson	X			
(Mayor Jones)			_	

Thaddeus Jone

APPROVED by the Mayor on October 9, 2025.

ATTEST:

Dr. Nyota T. Figgs, CITY CLERK

EXHIBIT A

Commonly known address: 562-578 Torrence Avenue

Lots 17, 18, 19, 20, 21 and 22 in Block 2 in Ford Calumet Terrace, a Subdivision of the Northeast Quarter of the Southeast Quarter of Section 12, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PINS: 29-12-415-031 29-12-415-032 29-12-415-034 29-12-415-035 29-12-415-036 29-12-415-037 29-12-415-038 29-12-415-039

THE CITY OF CALUMET CITY COOK, ILLINOIS

RESOLUTION NO. 25-<u>53</u>

A RESOLUTION CONSENTING TO AND SUPPORTING A RENEWAL OF THE CLASS 8 INCENTIVE FOR 1530 HUNTINGTON DRIVE

(GASVODA AND ASSOCIATES, INC.)

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

DEJUAN GARDNER
SHALISA D. HARVEY
MIACOLE NELSON
MELISSA PHILLIPS
DEANDRE TILLMAN
RAMONDE WILLIAMS
MONET WILSON
Aldermen

Published in pamphlet form by authority of the City Council of Calumet City
Prepared by: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

RESOLUTION NO. <u>25-53</u>

A RESOLUTION CONSENTING TO AND SUPPORTING A RENEWAL OF THE CLASS 8 INCENTIVE FOR 1530 HUNTINGTON 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, the corporate authorities of the City of Calumet City desire to promote and preserve businesses within the City; and

WHEREAS, the corporate authorities have received a request from Gasvoda and Associates, Inc., (the "Developer") seeking the City's support and consent for the filing of a renewal application for its Class 8 Tax Incentive related to the property located at 1530 Huntington Drive, Calumet City, Illinois (the "Property"), with a legal description attached hereto as Exhibit A; and

WHEREAS, the Property is situated within the Calumet Region Enterprise Zone and has been designated by the City as eligible for, and approved by, the Cook County Assessor for, Class 8 property tax incentives designed to encourage redevelopment ("Incentives"); and

WHEREAS, the Property was originally granted a Class 8 designation for construction of a new office/warehouse, and the Developer now seeks to maintain this designation in order to preserve the economic viability of its business; and

WHEREAS, the Developer supplies parts for water treatment facilities; and

WHEREAS, Developer currently employs thirty (30) full-time employees and one (1) part-time employee; and

WHEREAS, the continuation of Incentives are essential for the Developer to remain a viable local business, the loss of such designation would make it unsustainable to continue to operate in its current location; and

WHEREAS, the absence of the Incentives would render the Developer's business model unsustainable, making renewal of the designation critical for the ongoing economic viability of Developer's business in Calumet City; and

WHEREAS, the City supports the Developer's efforts to renew and maintain the Class 8 Tax Incentive for the Property, recognizing that continued business operations at the site will contribute to the economic strength and vitality of Calumet City.

- **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 1.** The City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.
- **Section 2.** The City hereby supports and consents to the filing of an application for a Class 8 renewal classification for the Property.
- <u>Section 3.</u> The City finds that a renewal of the Class 8 Incentive at 1530 Huntington Drive is necessary for the Developer's ability to remain financially viable at its current location, and that without such designation, Developer would struggle to meet its tax obligations causing the Property to become vacant and unused. Furthermore, the City finds that the renewal of the Class 8 Incentive is necessary and beneficial to the Calumet City economy.
- **Section 4.** That the City Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.
- <u>Section 5.</u> 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 9th day of October, 2025, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	x			
Harvey	X			
Nelson	X			
Phillips	X			
Tillman			X	
Williams	X	7 1	9	
Wilson	X			
(Mayor Jones)				

APPROVED by the Mayor on October 9, 2025.

ATTEST:

Dr. Nyota T. Figgs, CITY CLER

EXHIBIT A

Commonly known address: 1530 Huntington Drive

The South 85 feet of Lot 18 and the North 95 feet of Lot 19 in River Oaks West Business Park, being a Subdivision of part of the East 1/2 of Section 24, Township 36 North, Range 14, East of the Third Principal Meridian, as recorded August 26, 1976, as Document 23612570 in Cook County, Illinois.

PINS: 29-24-400-082 and 29-24-400-085

A RESOLUTION AUTHORIZING MAYOR, CITY OF CALUMET CITY, TO EXECUTE AGREEMENT AND ALL RELATED DOCUMENTS FOR THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AWARD

Resolution No. 25-54

Project

160th Place – from Arthur Street to Balmoral Avenue Water Main Improvements

WHEREAS, the City of Calumet City, Cook County, Illinois (the "City) is a home rule municipality pursuant to section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "Home Rule Powers"); and

WHEREAS, the Mayor and City Council of the City of Calumet City (the "Corporate Authorities") recognize the Community Development Block Grant (CDBG) program is authorized under Title 1 of the Housing and Community Development Act (HCDA) of 1974, as amended; and

NOW, THEREFORE, BE IT RESOLVED BY the Mayor, the City Council, and the City Clerk of the City of Calumet City be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2025 Community Development Block Grant (CDBG) Program Year Agreements with the County of Cook, Illinois for Project Number 2507-003, a copy of which is on file with the City Clerk.

BE IT FURTHER RESOLVED BY the Mayor and the City Council of the City of Calumet City that the Community and Economic Development Director and Grants Facilitator/Grant Manager be and are hereby directed and authorized to execute any and all additional documents necessary to carry out the 2025 Community Development Block Grant (CDBG) Program for the project identified above; and

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

- Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.
- Section 2. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity hereof shall not affect any other provision of this Resolution.
- Section 3. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.
- Section 4. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

APPROVED by the Mayor and City Council, Cook County, Illinois on this 09th day of October, 2025.

nadeus M. Jones, Mayo

ATTEST

Dr. Nyota T. Figgs, City Cerl

Res.#25-54

Regular City Council Meeting

October 09, 2025

THE CITY OF CALUMET CITY COOK, ILLINOIS

RESOLUTION NO. 25-55

A RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF 667 BURNHAM AVENUE

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

DEJUAN GARDNER
SHALISA D. HARVEY
MIACOLE NELSON
MELISSA PHILLIPS
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 October 09,2025

Prepared by: Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd. 2441 Warrenville, STE 410, Lisle, IL 60532

CALUMET CITY Cook County, Illinois

RESOLUTION NO.25-55

A RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF 667 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 667 Burnham Avenue (PIN 30—08-323-044-0000) in Calumet City ("Subject Property"); and

WHEREAS, the Cook County Land Bank Authority has offered to sell the Subject Property to Calumet City for ten thousand dollars (\$10,000); the terms of said Purchase and Sale Agreement ("PSA") attached hereto as Exhibit 1; and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to approve the PSA for the purchase 667 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 Purchase and Sale Agreement attached hereto as Exhibit 1. he Mayor or his designee are hereby authorized to facilitate payment and execute any documents, necessary to carry out the terms of Exhibit 1 and complete the purchase of said Subject Property for ten thousand dollars (\$10,000), 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 <u>09th</u> day of October, 2025, pursuant to a roll call as follows:

	Yes	No	Absent	Present
Gardner	X			
Harvey	X			
Nelson	x			
Phillips	X			
Tillman			X	
Williams	X			
Wilson	X			
(Mayor Jones)				

APPROVED by the Mayor on October 09, 2025.

Thaddeus M. Jones, I

ATTEST:

Dr. Nyota T. Figgs,\CITY CL

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EXHIBIT 1 NOT FOR EXECUTION

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, a 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 667 Burnham Ave., Calumet City, IL 60409 legally described in **Exhibit A** (the "Property").
- **2. Purchase Price.** The purchase price for the Property shall be ten thousand dollars (\$10,000.00) ("Purchase Price") due in full in immediately available via 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) <u>Attorney Review.</u> 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.
- E) <u>Assignability.</u> 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.
- F) <u>Severability.</u> 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.
- G) <u>Disputes.</u> 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.
- H) <u>Complete Agreement.</u> 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.

- I) 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.
- J) 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:	
By:	
Print Name Its:	
Date:	
SELLER:	
County of Cook d/b/a Cook County Land Bank Author	ity
By: Jessica Caffrey, Executive Director	
Date:	

EXHIBIT A

LEGAL DESCRIPTION

LOTS 29, 30 AND 31 IN BLOCK 5 IN BURNHAM'S WEST HAMMOND SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 30-08-323-044-0000

THE CITY OF CALUMET CITY COOK, ILLINOIS

RESOLUTION NO. 25-<u>56</u>

A RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF 577 BURNHAM AVENUE

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

DEJUAN GARDNER
SHALISA D. HARVEY
MIACOLE NELSON
MELISSA PHILLIPS
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 October 09,2025

Prepared by: Ottosen, Dinolfo, Hasenbalg & Castaldo, Ltd, 2441 Warrenville, STE 410, Lisle, IL 60532

CALUMET CITY Cook County, Illinois

RESOLUTION NO. 25-56

A RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF 577 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 577 Burnham Avenue (PIN(S) 30-08-315-002-0000; 30-08-003-0000; 30-08-315-004-0000) 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-two thousand and five hundred dollars (\$22,500) dollars; the terms of said Purchase and Sale Agreement ("PSA") are attached 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 the purchase 577 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 facilitate payment and execute any documents, necessary to carry out the terms of Exhibit A and complete the purchase of said Subject Property for twenty-two thousand and five hundred dollars (\$22,500), 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 _____ day of October, 2025, pursuant to a roll call as follows:

Yes	No	Absent	Present
X			
X			
X	-		
X		-	
		X	
X			
X	-	+	
		-	
	X X X	X X X	X X X X X X

APPROVED	by the Mayor	r on October <u>09</u> ,	2025.
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ATTEST:

Dr. Nyota T. Figgs, CITY CLER

EXHIBIT 1

PURCHASE AND SALE AGREEMENT (Not for Execution)

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, a 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 577 Burnham Ave., Calumet City, IL 60409 legally described in **Exhibit A** (the "Property").
- 2. **Purchase Price.** The purchase price for the Property shall be twenty-two thousand five hundred dollars (22,500.00) ("Purchase Price") due in full in immediately available via 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) <u>Attorney Review.</u> 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) <u>Assignability.</u> 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) <u>Severability</u>. 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) <u>Disputes.</u> 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) <u>Complete Agreement</u>. 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.

Ву:	
Print Name	
lts:	
Date:	
SELLER:	
County of Cook d/b/a Cook County Land Bank	Authority
Ву:	
Jessica Caffrey, Executive Director	
Date:	

PURCHASER:

EXHIBIT A

PARCEL 1

LEGAL DESCRIPTION

LOT 47 IN BLOCK 4 IN BURNHAM'S WEST HAMMOND SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH I/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 30-08-315-002-0000

PARCEL 2

LEGAL DESCRIPTION

LOT 46 IN BLOCK 4 IN BURNHAM'S WEST HAMMOND, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH I/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 30-08-315-032-003-0000

PARCEL 3

LEGAL DESCRIPTION

LOT 45 IN BLOCK 4 IN BURNHAM'S WEST HAMMOND, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH I/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 30-08-315-032-004-0000

Motion to Enter Into Closed Session

Alderwoman Nelson moved, seconded by Alderwoman Harvey to enter into executive session pending litigation, probable litigation, sell of real estate, the purchase of property, and employment of specific individuals at 6:46 p.m.

MOTION CARRIED

Executive Session

The city council met in executive session from 6:47 p.m. to 8:18 p.m

Return to the Regular Order of Business

Alderwoman Harvey moved, seconded by Alderwoman Nelson to return to the regular order of business at 8:19 p.m.

MOTION CARRIED

Alderman Gardner Left the City Council Meeting

Alderman Gardner left the city council meeting at 8:10 p.m.

Alderwoman Wilson Left the City Council Meeting

Alderwoman Wilson left the city council meeting at 8:12 p.m.

FINANCIAL MATTERS

#1: Payment to Track & Trap Invoice #1725

Approve payment to Track & Trap Invoice #1725 for Community Wildlife Services from September 1-15, 2025, in the amount of \$7,500 and direct the City Treasurer to remit payment from account #01060-52487.

#2: Payment to River Oaks L&E Automotive Inc.

Direct the City Treasurer to remit payment to River Oaks L&E Automotive Inc. in the amount of \$13,018.22 for cost of repair to Vehicle ##114 and direct the City Treasurer to remit payment from account #01069-54115.

#3: Payment to Napleton River Oaks Lincoln LLC

Authorize the City Treasurer to remit payment to Napleton River Oaks Lincoln LLC in the amount of \$41,494.21 as required by the economic incentive agreement for the calendar 4 year 2024 to be paid through the City's Corporate Fund and be charged to Acct # 01099-52696 Contractual Obligations.

#4: Payment to Napleton River Oaks Cadillac.

Approve payment for vehicle#2 for transmission repairs to Napleton River Oaks Cadillac for \$11,408.12; further direct the city treasurer to issue payment to Napleton River Oaks from account number#01021-55100.

#5: Payment to The Law Office of Deanna Rosenbaum Hall, LLC

Approve payment to The Law Office of Deanna Rosenbaum Hall, LLC in the amount of \$2,464.50 for invoice 0825 and direct the City Treasurer to remit payment from account #01025-52200.

#6: Payment to The Law Office of Deanna Rosenbaum Hall

Approve payment to The Law Office of Deanna Rosenbaum Hall, LLC in the amount of \$2,199.50 for invoice 0725 and direct the City Treasurer to remit payment from account #01025-52200.

#7: Payment to The Law Office of Deanna Rosenbaum Hall

Approve payment to The Law Office of Deanna Rosenbaum Hall, LLC in the amount of \$2,464.50 for invoice 0825 and direct the City Treasurer to remit payment from account #01025-52200.

#8: Payment to CDW-G

Approve and authorize the City Treasurer to remit payment to CDW-G in the amount of \$6,082.88. This expenditure should be withdrawn from line item #06607-54151. This is a replacement for the Toughbook laptop for the ambulance.

#9: Payment to Holland Asphalt

Direct the City Treasurer to remit payment to Holland Asphalt in the of \$18,900.00 for the emergency demolition of property located at 610 Burnham due to deterioration of structure integrity that created unsafe, unsanitary conditions. Charged to account #01099-52645.

#10: Payment to Complex Network Solutions

Approve payment to Complex Network Solutions for the Genetic Advantage maintenance package in the amount of \$12,056.25; authorize the City Treasurer to remit payment to Complex Network Solutions in the amount of \$12,056.25 to be charged to 06860-57117 Federal Asset Forfeiture (Law Enforcement Equipment).

#11: Payment to C.O.P.S. and F.I.R.E. Personnel Testing

Approve payment to C.O.P.S. and F.I.R.E. Personnel Testing for Law Enforcement Promotion Assessments in the amount of \$7,800.00; authorize the City Treasurer to remit payment to C.O.P.S. and F.I.R.E. Personnel Testing in the amount of \$7,800.00 to be charged to account 01091-52526.

#12: Payment to Board of Fire and Police Commissioners

Approve the Board of Fire and Police Commissioners requests that Commissioner Stephen Curry, Commissioner Stephanie Gomez, Commissioner Bryan Caridine, and Secretary Melanie Johnson attend the Fall, Illinois Fire and Police Commissioners Association Seminar, November 7, 2025, to November 8, 2025. The seminar will be held at the Hyatt Lisle in Lisle, Illinois. We are requesting that a check be issued to Commissioners Stephen Curry, Commissioner Stephanie Gomez, Commissioner Bryan Caridine, and Secretary Melanie Johnson, in the amount of \$1,500.00 from account #01091-52300. The requested amount includes registration fees, hotel fees, module training fees, meals, and travel costs.

#13: Payment to Holland Asphalt Services

Approve cost payable to Holland Asphalt Services, Inc. for invoice #2025-102, in the amount of \$8,355.00; authorize the City Treasurer to remit payment from account #03036- 52349.

#14: Payment to Holland Asphalt Services

Approve cost payable to Holland Asphalt Services, Inc. for invoice #2025-101, in the amount of \$7,300.00, authorize the City Treasurer to remit payment from account #03036-52349.

#15: Par	yment to	Holland	Asphalt	Services,
Inc				

Approve cost payable to Holland Asphalt Services, Inc. for invoice #2025-177, in the amount of \$6,965.00, authorize the City Treasurer to remit payment from account #03036-52349.

#16: Payment to Holland Asphalt Services

Approve cost payable to Holland Asphalt Services, Inc. for invoice #2025-183, in the amount of \$6,410.00, authorize the city treasurer to remit payment from #03036-52349.

#17: Payment to Holland Asphalt Services, Inc

Approve cost payable to Holland Asphalt Services, Inc. for invoice 2025-175, in the amount of \$5,470.00, authorize the City Treasurer to remit payment from account #03036- 52349.

#18: Payment to Holland Services, Inc

Approve cost payable to Holland Services, Inc. for Invoice #2025-180, in the amount of \$7,650.00, authorize the city treasurer to remit payment from account #03036-52349.

#19: Payment to JLL Valuation & Advisory Services

Approve payment to JLL Valuation & Advisory Services in the amount of \$10,000 for litigation services for River Oaks Mall, and direct the City Treasurer to remit payment from account #01025-52200.

#20: Payment to JLL Valuation & Advisory Services

Approve payment to JLL Valuation & Advisory Services in the amount of \$16,000 for litigation services for River Oaks Mall, and direct the City Treasurer to remit payment from account #01025-52200.

#21: Payment to Central Square

Approve payment to Central Square for invoice #447237; direct the City Treasurer to remit payment in the amount of \$20,565.00 and charge account #01028-52335.

#22: Payment to Veritone, Inc

Approve payment to Veritone, Inc. for invoice #897324; authorize City Treasurer to remit payment in the amount of \$5,000.00 from account #01099-52696.

#23: Payment to Farnsworth (Inv #264049)

Approve payment to Farnsworth (Inv #264049) for Project #02500261.001 River Oaks West Stormwater Improvements, in the amount of \$13,775.00 and direct City Treasurer Tarka to remit payment from account #12607-52600.

#24: Payment to Metropolitan Industries Inc

Approve cost payable to Metropolitan Industries Inc. for invoice #INV077485, in the amount of \$11,420.00; authorize the city treasurer to remit payment from account #03036- 52356.

#25: Payment to Romeoville Fire Academy

Approve and authorize the City Treasurer to remit payment to Romeoville Fire Academy in the amount of \$7,800.00. This expenditure should be withdrawn from line item #06617-52390. This expenditure is for the 9-week Basic Operations Firefighter Academy for 2 new recruits.

#26: Payment to Preparis

Approve Preparis for subscription renewal period 09/30/2025-09/29/2026 (invoice #244201); authorize the City Treasurer to remit payment in the amount of \$15,711.36 and charge account #01028-52632.

#27: Payment to Farnsworth (Inv #264050)

Approve payment to Farnsworth (Inv #264050) for Project #02501151.001 PW Drainage & Site Work, in the amount of \$13,380.00 and direct City Treasurer Tarka to remit payment from account #01099-52600.

#28: Approve Payroll (\$1,081,166.60)

Approve Payroll (\$1,081,166.60)

#29: Approve Bill List (\$703,883.22)

Approve Bill List (\$703,883.22)

Approve Financial Matters

Alderwoman Williams moved, seconded by Alderwoman Nelson to approve financial items #1-29.

ROLL CALL

YEAS:

ALDERMEN:

Harvey, Williams, Nelson, Phillips

NAYS:

4 0 3

ALDERMEN: None

ABSENT:

ALDERMEN:

Wilson, Tillman, Gardner

MOTION CARRIED

COMMITTEE REPORTS

Finance

Alderman Williams had no report.

Public Safety

Alderman Gardner was absent.

Public Utilities

Alderwoman Phillips had no report.

Ord. & Res.

Alderman Tillman was absent.

H.E.W

Alderwoman Wilson was absent.

Permits & Licenses

Alderwoman Harvey had no report.

Public Works

Alderwoman Nelson had no report.

CITY COUNCIL REPORTS

Ald. Harvey

Alderwoman Harvey thanked all the residents that came out to the property tax assessment workshop that was held on October 03, 2025. Alderwoman Harvey a part 2 event that will focus on Estate Planning on October 14, 2025. Alderwoman Harvey will be holding a town hall meeting at All Nations Church on October 21, 2025, at 6:00 p.m.

Ald. Wilson

Alderwoman Wilson was absent.

Ald. Tillman

Alderman Tillman was absent.

Ald. Williams

Alderman Williams stated his heart goes out to the families at Dirksen Middle School and he apologized for not making a public statement.

Ald. Gardner

Alderman Gardner was absent.

Ald. Nelson

Alderwoman Nelson had no report.

Ald. Phillips

Alderwoman Phillips had no report.

UNFINISHED BUSINESS

None

ADJOURNMENT

Adjournment was at 8:22 p.m., on a motion by Alderwoman Phillips, seconded by Alderwoman Nelson.

MOTION CARRIED