

JOURNAL OF PROCEEDINGS

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

SEPTEMBER 26, 2024

Public Comment

Kathy Gatewood 551 Ingram Avenue requested a handicap ramp so that she can remain mobile.

Pledge Of Allegiance

The City Council of the City of Calumet City met in the City Council Chambers at 6:27 p.m. in a regular meeting on September 26, 2024 with Mayor Jones present and presiding.

ROLL CALL

PRESENT: 7

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

ABSENT: 0

ALDERMEN: None

Also present was Police Chief Kolosh, Fire Chief Bachert, Deputy Clerk I Jessica Coffee, Deputy Clerk II Quentin Dailey, Economic Development Val Williams, Director Sheryl Tillman, City Director Banskee, City Engineer Matt Buerger.

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

Prayer

Pastor Stokes led the City Council in prayer.

Approval of Minutes

September 09, 2024: Special Meeting
September 18, 2024: Regular City Council Meeting
September 18, 2024: Special Meeting

Tabling of Minutes

Alderman Smith moved, seconded by Alderman Gardner to table the minutes to the October 10, 2024, Regular City Council Meeting.

MOTION CARRIED

REPORTS OF STANDING COMMITTEES

Finance

Alderman Gardner had no report.

Public Safety

Alderman Williams had no report.

Public Utilities

Alderwoman Wilson reported that a robo text went out to inform the

residents of the second ward about the construction on State Street and Marquette.

Ord. & Res.

Alderman Tillman had no report.

H.E.W

Alderman Navarrete had no report.

Permits & Licenses

Alderman Patton congratulated the businesses that were approved to receive a Class 8 and welcomed the new businesses.

Public Works

Alderman Smith had no report.

Mayor Jones

City Engineer Mayor Jones announced the Deputy Chief declared the July flooding a disaster and FEMA will be in town at the library in a few weeks to offer assistance to the residents affected by the flood.

City Engineer Report

Matt Buerger reported on the progress of the repairs of the city water tanks. Matt Buerger gave an update on four alleys that are being repaired. Matt Buerger gave a report on the current construction projects throughout the City of Calumet City.

Crime Free Housing
Director Banshee

Director Banshee reported Crime Free Housing will be hosting a Seminar from 8:00 a.m. to 3:00 p.m. at the Public Library on October 04, 2024.

CITY COUNCIL REPORTS

Ald. Navarrete

Alderman Navarrete would like to welcome Reyes Meats to the 1st ward and also thanked Meats by Linz for recommending Reyes Meats. Alderman Navarrete commented regarding the legacy that Meats by Linz developed and thanked the company for being a staple in the Calumet City community. Alderman Navarrete wishes Meats by Linz continued success at their new location.

Ald. Wilson

Alderman Wilson announced the 2nd ward meeting will be held Wednesday October 02, 2024 at New Life Bible Church of Calumet City, located at 415 Saginaw Avenue at 6:30 p.m. Alderman Wilson advised that the notice for FEMA was posted a number of days ago so FEMA requirements will be discussed at the meeting. There will be a brief discussion regarding volunteer efforts. Alderman Wilson thanked the 2nd ward residents for being kind to the volunteers helping her go door to door. Alderman Wilson asked for continued prayers for Mrs. Houston who is mourning the loss of her daughter and Monica owner of M & J who is mourning the loss of her mother. Alderman Wilson is praying for the family of 2nd ward resident Mr. Stanley as well. Alderman Wilson would like 2nd ward residents to attend Don Pedros on October 6, 2024 from

noon to 3:00 p.m. On Friday October 18, 2024 the 2nd ward will be honoring the Champions of Courage honoring survivors of Cancer and Domestic Violence and the organizations that save lives; this event will be held at the VFW at 664 Hirsh from 7:00 p.m. to 11:00 p.m. Alderwoman Wilson thanked the 2nd ward Aunts and Uncles for helping Chase reach his goal of selling 15 books to become Homecoming King. Alderwoman Wilson wished the first dude of the 2nd ward a Happy Birthday. Alderwoman Wilson would like 2nd ward residents to call or text her if they need anything at 708-586-4990, Alderwoman Wilson can also be emailed at monet@alderwomanwilson.com.

Ald. Tillman

Alderman Tillman stated he is looking forward to seeing residents that will be attending the 3rd and 4th ward meeting on October 07, 2024 at Downey Park starting at 6:30 p.m. Alderman Tillman has set up home visits in the 3rd ward on Saturday and Sunday, if you would like to be added to the list please contact his office. Alderman Tillman announced that residents who that concerns will get a call from his office on Friday September 27, 2024.

Ald. Williams

Alderman Williams gave honor to God and announced that he will be out in the 4th ward this weekend meeting with residents from 10:00 a.m. to 1:00 p.m. Alderman Williams announced the 3rd and 4th ward meeting will be held at Downey Park at 6:30 p.m. on October 7, 2024. Alderman Williams wished the Seniors going on the Senior trip to the Casino safe travels. Alderman Williams announced the 4th wards website is up and running and the address is www.calumetcity4ward.com, all event information can be found on this website.

Ald. Gardner

Alderman Gardner announced he is collaborating with Township Assessor on a Tax Appeal Workshop that will be held October 16, 2024 at the American Legion from 6:30 to 8:30 p.m. at 950 Legion Drive. Alderman Gardner announced the Nature Walk's date has changed to November 08, 2024. Alderman Gardner would like residents with any questions or concerns to contact him at (708) 891-8195.

Ald. Patton

Alderman Patton thanked the Police Department and Chief Kolosh for taking action when a complaint was reported regarding a neighborhood Stop Sign being ignored.

Ald. Smith

Alderman Smith announced the 7th wards monthly townhall meeting will be from 10:00 a.m. to noon on October 17, 2024. Alderman Smith would like residents with any questions or concerns to contact him at 708-891-8197 or email at asmith@calumetcity.org.

INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

- A. Revenue and Expenditure Status Reports RE: Treasurer Tarka submitting the Revenue and Expenditure Status Reports for the months of June 2024 & July 2024.
- B. CCSAO August 2024 Report RE: Cook County State’s Attorney’s Office (CCSAO) August 2024 Report Calumet City.
- C. CCSAO August 2024 Police Report RE: Cook County State’s Attorney’s Office (CCSAO) August 2024 Report Calumet City Police Department.
- D. Calumet City Police Release Speed Enforcement Results RE: Chief Kolosh submitting the Calumet City Police Release Speed Enforcement Results.
- E. Grand Prairie Services Integrated Healthcare RE: Grand Prairie Services Integrated Healthcare submitting information to their Crisis Counseling Programs.
- F. Homeland Security Certificate Received RE: Director Kenneth Jones' Illinois Emergency Management Agency and Office of Homeland Security Certificate of Achievement.
- G. Track 'n Trap Wildlife Control Report RE: Track 'n Trap Wildlife Control report for the period of August 16 - August 31, 2024.
- H. (ESDA) August 2024 Report RE: Emergency Services & Disaster Agency (ESDA) August 2024 Report.

Approval of Informational Items to be Accepted And Placed on File

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

MOTION CARRIED

NEW BUSINESS

#1: Approve Amending of the Handicap Ordinance

Direct the City Attorney to draft an Ordinance to amend the handicap parking ordinance for approval and direct Public Works to add a handicap pole specific to the following address at 411 Manistee Avenue.

#2 Approve ADA Policy

Approve the American's With Disability Act (ADA) Policy.

#3 Approve Rejection of Beautification Bid

Approve rejection of the Street Beautification bid from Shelton Landscaping and authorize Public Works to solicit proposals for Calumet City Street Beautification.

Alderman Navarrete Discussion

Alderman Navarrete inquired about the reason for the rejection of the bid from Shelton Landscaping.

City Engineer Matt Buerger

City Engineer Matt Buerger stated “the bid was submitted and when we reached out and started going through the contract, what we ended up finding out is, they had bided without properly reading through the RFD. So they did want to charge for the planters, above and beyond. So they had expected to only to be planting flowers and some vegetation; we said no you bid, you would actually have to provide planters then they tried to charge us for it; there was a little bit of back and forth and we felt it was best to rebid it so that way we can get fair pricing.”

Approval of New Business Items

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

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

BUILDING PERMITS

431 Gordon	Privacy Fence	1st Ward
1104 Herbert Breclaw	Privacy Fence	2nd Ward
306 Marquette	Privacy Fence	2nd Ward
965 Wentworth Ave	Privacy Fence	5th Ward
849 Buffalo	Privacy Fence	6th Ward

Approval of Building Permits

Alderman Patton moved seconded by Alderwoman Wilson to approve building permits as presented.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

Alderman Patton Requested to Deviate from the Regular Order of Business To Take 11-4 Separately

Alderman Patton moved, seconded by Alderman Wilson to deviate from the regular order of business to approve a Resolution of the Support for Regina Houston and in memory of the life of Angelica Houston at 7:02 p.m.

(Res.#24-36)

(See attached page 5A)

City Clerk Dr. Figgs Read Resolution
24-36

City Clerk Dr, Nyota T. Figgs read the resolution of the Support for Regina Houston and in memory of the life of Angelica Houston.

Mrs. Regina Houston

Mrs. Regina Houston thanked the city and the council for all the phone calls and support her family has received during their time of grief.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

Return to the Regular Order of Business

Alderman Patton moved, seconded by Alderman Smith to return to the regular order of business at 7:08 p.m.

MOTION CARRIED

Motion for Closed Session

Alderman Gardner moved, seconded by Alderman Tillman to enter into executive session at 7:09 p.m. to discuss pending litigation, probable litigation, discussion of real estate, discussion of purchases, discussion of appointment of a specific individual, and again probable litigation.

MOTION CARRIED

Executive Session

The council met in Executive Session from 7:09 p.m. to 8:36 p.m.

Return to the Regular Order of Business

Alderman Gardner moved, seconded by Alderman Smith to return to the regular order of business at 8:36 p.m.

MOTION CARRIED

Gerald Tarka City Treasurer on Polish
American Heritage Month

Treasurer Tarka announced the Polish American Heritage events taking place at City Hall on October 5 and October 6, 2024.

Res.#1 Resolution Approving a
Proclamation

A proclamation honoring Polish American History and declaring October Polish American History Month.

(Res.#24-37)

(See attached page 6A)

Res.#2 Resolution approving a
Redevelopment Agreement

A Resolution authorizing the redevelopment agreement with Sunday Holdings, LLC for 1539 Kenilworth.

(Res.#24-38)

(See attached page 6B)

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

RESOLUTION NUMBER 24-36

**A RESOLUTION OF SUPPORT FOR REGINA HOUSTON
AND IN MEMORY OF THE LIFE OF
ANGELICA HOUSTON**

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

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

Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on September, 26 2024

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

RESOLUTION NO. 24-36

**A RESOLUTION OF SUPPORT FOR REGINA HOUSTON
AND IN MEMORY OF THE LIFE OF
ANGELICA HOUSTON**

WHEREAS, Calumet City is an Illinois home rule municipality; and

WHEREAS, the City has lost a valued member of the City and its community on February 28, 2024 with the untimely and unfortunate death of Angelica Houston; and

WHEREAS, Angelica Houston was born on December 16, 1996 to Regina and Dewey Houston; and

WHEREAS, Angelica was raised in Calumet City and graduated from Lincoln Elementary School and Thornton Fractional North High School; and

WHEREAS, Angelica was dearly loved by many and left a great impression on everyone that she met through her radiant smile and joyous energy; and

WHEREAS, Angelica held many jobs in Calumet City, including summer work programs, working for Calumet City Public Works Department and the Park District; and

WHEREAS, Angela eventually cultivated a passion for driving trucks, obtained a Commercial Driver's License (CDL), and subsequently found the job of her dreams driving an eighteen-wheeler truck for CarMax in the Illinois and Indiana territories; and

WHEREAS, Angelica was proud of her successes, and shared those successes with her loving family and close friends; and

HEREAS, Angela was passionately loved and was loved by her family, including Regina and Dewey Houston; and her siblings Shimaya, Sherria, RaeJean, DeAnna, Faith Houston, and Dewey Houston, Jr.; and

WHEREAS, the passing of Angelica Houston has left the City and the community deeply saddened, and she will be greatly missed but never forgotten.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Calumet City hereby express their sincerest condolences to the Houston family for the passing of Angelica Houston, and further express their gratitude for the life and legacy of Angelica Houston.

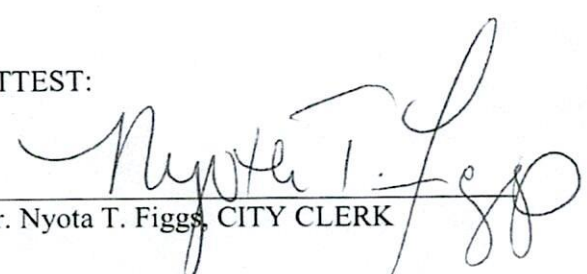
ADOPTED this 26th day of September 2024, pursuant to a roll call as follows:

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

APPROVED by the Mayor on September 26, 2024.


Thaddeus Jones
MAYOR

ATTEST:


Dr. Nyota T. Figs, CITY CLERK

Res.#24-36
Regular City Council Meeting September 26, 2024

Resolution 24-37

PROCLAMATION

Whereas this year marks the 29th annual celebration of Polish American Heritage Month in Calumet City and the entire Calumet Region; and

Whereas, twenty-five years ago, on March 12, 1999, Poland was officially admitted to the North Atlantic Treaty Organization (NATO) marking a new era of security and pursuit of freedom in Poland; and

Whereas, eighty years ago, on August 1, 1944, the Warsaw Uprising began against the occupying forces of Nazi Germany. The Poles fought gallantly for over two months but with minimal help from the allies, the Polish Home Army surrendered on October 2, 1944, leaving in its wake, 85% of the City of Warsaw burned down or blown up; and

Whereas, eighty-five years ago, on September 1, 1939, German Armed forces launched an unprovoked, surprise attack on the Republic of Poland marking the beginning of the Second World War, Poland remained the only occupied country to never formally surrender to Nazi Germany; and

Whereas, In October of 1996, Calumet City proclaimed the month of October as Polish-American Heritage Month for the first time; and

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

Whereas, in an effort to share our story with the greater Calumet City community the Polish Heritage Month committee has donated hundreds of books on Polish topics to the Calumet City Public Library, and

Whereas, if you live in the State of Illinois, you can have any of this extensive collection delivered to your home library that spans topics on everything from Polish history, fiction, poetry, non-fiction, even Polish culinary arts through the "Interlibrary Loan Program"; and

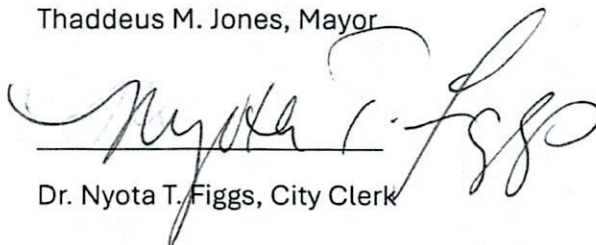
Whereas I join the members of the City Council, the Polish American Heritage Month Committee, the Polish American Congress and Polish American organizations across America in Celebrating October as Polish American Heritage Month in Calumet City for the 29th consecutive year;

NOW THEREFORE, I THADDEUS M. JONES, Mayor of the City of Calumet City, Illinois Proclaim October as "Polish American Heritage Month" in Calumet City

Dated the 26th day of September 2024



Thaddeus M. Jones, Mayor



Dr. Nyota T. Figgs, City Clerk

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

**RESOLUTION
NO. 24-38**

**A RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT
WITH SUNDAY HOLDINGS, LLC FOR 1539 KENILWORTH**

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

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

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City

Prepared by: Peterson, Johnson, and Murray, LLC
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

CALUMET CITY
Cook County, Illinois

RESOLUTION NO. 24-38

**A RESOLUTION AUTHORIZING THE REDEVELOPMENT
AGREEMENT WITH SUNDAY HOLDINGS, LLC FOR 1539
KENILWORTH**

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 and sell real property; and

WHEREAS, Calumet City owns a single-family home at 1539 Kenilworth, herein after referred to as "Subject Property," (the legal description which is described in Exhibit1); and

WHEREAS, the Subject Property has not been maintained and is in need of restoration and renovation in order to make it habitable; and

WHEREAS, Sunday Holdings, LLC ("Developer") would like to purchase the Subject Property and redevelop and renovate it for repurchase by a first-time home buyer; and

WHEREAS, Developer is, as of the Effective Date, the City's designated developer for the Property.E

WHEREAS, the City and the Developer ("Parties") seek to enter into a Redevelopment Agreement to outline the Parties' duties and responsibilities for the purchase, sale and redevelopment of the property (a copy of the Agreement in substantial form is attached as Exhibit B); and

WHEREAS, the Redevelopment Agreement will allow the Subject Property to be restored to its full potential, return the property to the tax rolls, and encourage local property ownership by ensuring it is sold to a first-time home buyer; and

WHEREAS, the Mayor and City Council of Calumet City have found that entering into the Redevelopment Agreement with Sunday Holdings, LLC will promote public health, welfare, safety and best serve the 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 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 Redevelopment Agreement in substantially the same form as attached in Exhibit 2, and the Mayor or his designee is authorized to executed said Agreement.

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 12th day of September 2024, pursuant to a roll call as follows:

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

APPROVED by the Mayor on September 26, 2024.


Thaddeus Jones
MAYOR

ATTEST:


Dr. Nyota T. Figgs, CITY CLERK

Exhibit 1 (Legal Description)

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

PIN: 30-20-409-012-0000

COMMONLY KNOWN AS: 1539 Kenilworth Dr, Calumet City, Illinois 60409

Exhibit 2
Form of Redevelopment Agreement
(NOT FOR EXECUTION)

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT (this “Agreement” or “RDA”) dated as of _____, 2024 (the “Effective Date”) by and between the CITY OF CALUMET CITY, an Illinois Municipal Corporation, (“Seller” or “City”) and SUNDAY HOLDINGS, LLC, an Illinois limited liability company (“Developer”).

WITNESSETH:

WHEREAS, Seller owns the Properties (as defined herein); and

WHEREAS, Seller desires to sell to Developer, and Developer desires to purchase from Seller, the Properties under the terms of this Agreement;

WHEREAS, as a home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the Seller has the authority to promote the health, safety and welfare of the City and its residents, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

WHEREAS, subject to and in accordance with the terms of this Agreement, the Developer will rehabilitate certain residential properties as more fully described herein, and as depicted on Exhibit A (the “Properties”), at an estimated project cost of ONE HUNDRED THOUSAND DOLLARS AND NO/100THS DOLLARS (\$100,000.00) (the “Estimated Project Cost”); and

WHEREAS, the City have determined that the rehabilitation and construction of the Project would, as a direct benefit of this Agreement, result in an increase in the equalized assessed value of the Properties thereby resulting in higher tax revenues for the City; and

WHEREAS, the Seller is authorized to enter into this Agreement and take all actions contemplated by it pursuant to the authority provided to the Seller as a home-rule municipal corporation by Article VII, Section 6 of the 1970 Constitution of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1

Incorporation of Recitals

1.1 Incorporation. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1. The Parties acknowledge the accuracy and validity of such statements, representations, covenants and recitations.

ARTICLE 2
Purchase and Sale

2.1.1 Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller will sell and Developer will purchase the following:

2.1.2 Properties The residential Properties commonly known as 1539 Kenilworth Drive, in the City of Calumet City, County of Cook, State of Illinois, 60409 and as legally described on Exhibit A.

2.1.3 Residences. The Properties are improved with existing single-family residences (“**Single Family Residences**”) which are being sold and purchased along with the Properties.

2.1.4 Easements and Appurtenances. Seller’s interest in the rights, easements and appurtenances pertaining to the Properties including Seller’s interest in said rights, easements and appurtenances (if any) to any adjacent streets, alleys or rights-of way, or any easements that benefit or burden the Properties (the “**Related Rights**”) are hereby retained by Seller; and

2.1.5 Permits. To the extent any exist, all permits, licenses, approvals and authorizations issued for the Properties, their development or operations, which are not granted in the name of Developer (collectively, the “**Permits**”) are being sold along with the Properties.

2.1.6 Properties Defined. The Properties, the Related Rights and the Permits are hereinafter collectively referred to as the “**Properties**”.

ARTICLE 3
Purchase Price And Earnest Money

Purchase Price. The purchase price (“**Purchase Price**”) for the Properties shall be TEN THOUSAND DOLLARS AND NO/100THS DOLLARS (\$10,000.00) payable by certified funds at Closing.

ARTICLE 4
Title And Survey

4.1 Seller’s Title. At Closing (as defined below), Seller shall transfer to Developer title to the Properties by Quit Claim Deed. At Developer’s cost and expense (including any additional costs and expenses resulting from the procurement of extended coverage or any additional endorsements), title to the Properties may be insured by the issuance by the Title Company (as defined below) of its ALTA Owner’s Policy of Title Insurance (the “**Title Policy**”) in the full amount of the fair market value of the Properties in favor of the Developer insuring that fee simple title to the Properties, together with all appurtenant easements, as well as those matters waived or deemed waived under Section 4.3.3 (the “**Permitted Exceptions**”). The issuance of the Title Policy (exclusive of extended coverage or any additional coverage or endorsements that Developer may wish to pursue with the Title Company) shall be a condition to Developer’s obligation to close the transactions contemplated hereby.

4.2 Title Commitment; Survey. Within five (5) days of the Effective Date, Developer, at its sole cost and expense, shall order (a) a current, effective ALTA owner’s title insurance commitment (“**Title Commitment**”) issued by a City approved title company (the “**Title Company**”), in the amount of the fair market value of the Properties with Developer as the proposed insured, and accompanied by complete and legible copies of all Schedule B recorded documents (to the extent available from the Title Company)

referred to in the Title Commitment, and, at its option, (b) an ALTA/ACSM survey of the Properties (the "Survey"). Developer shall provide the Seller with a copy of the Title Commitment and, if applicable, the Survey or any updates thereto within five (5) days of receipt.

4.3 Title Objections; Cure of Title Objection.

4.3.1 Developer may deliver to Seller written notice (the "Objection Notice") objecting to title and survey matters ("Title Objections") before the date that is ten (10) days prior to the expiration of the Inspection Period (the "Title Review Period") for matters disclosed by the Title Commitment or Survey.

4.3.2 On or before the fifth (5th) day after Seller's receipt of an Objection Notice, Seller must notify Developer in writing whether Seller will cure any or all Title Objections. Seller's failure to provide such a notice shall be deemed a declination to cure all Title Objections. If Seller elects to cure any or all Title Objections, Seller shall use its best efforts and due diligence to have each Title Objection released or satisfied. If (i) Seller fails to have each such Title Objection that it has elected to release, satisfy or insure over, as applicable, either removed, satisfied or insured over (if applicable) to Developer's satisfaction at or before Closing, or (ii) if Seller elects not to cure all of the Title Objections, then, within five (5) days after Developer receives notice of Seller's election, Developer may elect, by giving written notice to Seller, to either:

- i. accept conveyance of the Properties subject to the Title Objections which Seller is unwilling to cure, and without reduction of the Purchase Price; or
- ii. terminate this Agreement and, upon delivery of such notice, this Agreement will terminate, and neither Developer nor Seller shall have any further rights, obligations or liabilities hereunder unless otherwise specifically provided for in this Agreement.

Developer's failure to provide written notice to Seller of such election will be deemed an election by Developer to terminate this Agreement under clause (ii) above.

4.3.3 All title and survey matters shown on the Title Commitment and the Survey not objected to by Developer in an Objection Notice shall be deemed waived and further deemed to be Permitted Exceptions.

ARTICLE 5 **Inspection; Development Approvals**

5.1 Right of Inspection. Developer may, at Developer's expense, enter the Properties at any commercially reasonable time and make all due diligence investigations, studies, tests and samplings which Developer desires (the "Inspections"), including, without limitation, geological, radon testing, environmental, engineering, ground water and soil tests. Developer may access and inspect, and Seller shall make available at its offices to Developer, all files, books and records maintained by Seller or its agents, wherever located, relating to the Properties, including, but not limited to, bills, invoices, correspondence, surveys, plats and specifications, licenses and warranties, and any other items reasonably requested by Developer. Seller expressly disclaims any representation or warranty with respect to the accuracy or completeness of any such items so furnished or made available to Developer. Developer shall not conduct any invasive or destructive inspections of the Properties, including without limitation, drilling or boring, without the Seller's prior written consent, which shall not be unreasonably withheld or delayed.

Developer shall further keep the Properties free and clear of any and all liens resulting from any such entry onto the Properties. During the Inspections, Developer will maintain or will cause its contractors or consultants to maintain comprehensive public liability and Properties damage insurance with a limit of \$1,000,000.00 for each incident and a \$1,000,000.00 policy limit for aggregate operations on an occurrence basis. Prior to entering upon the Properties, Developer shall provide Seller with evidence, reasonably satisfactory to Seller, of such insurance, which such insurance shall name Seller as an additional insured thereunder. Developer will indemnify, defend and hold Seller, its agents, employees, contractors and representatives harmless from any and all losses, claims, demands, liabilities, fees, damages, costs and expenses, arising out of or resulting from the entry of Developer or any of its agents, employees, contractors or representatives onto the Properties; excluding, however, losses arising out of (i) any negligent or intentional acts of Seller, and (ii) the discovery of any defects or environmental conditions existing on or prior to the date of the Inspections. If the Closing does not occur, Developer shall promptly repair, at Developer's sole cost and expense, the Properties with respect to any damage caused by such inspections and restore the Properties to substantially the same condition that existed prior to such test or inspection. Developer's obligations to so defend, hold harmless and indemnify the Seller, its agents, employees, contractors and representatives and to so repair the Properties shall survive the Closing Date and delivery and recordation of the Deed, and/or termination of this Agreement.

5.2 Right of Termination.

5.2.1 Inspection Period. Within fourteen (14) days from the execution of this Agreement, Developer shall have the ability to inspect the Properties to be acquired prior to submitting Developer's Response to the Request for Proposal. To the extent that Developer fails to inspect the properties to be acquired prior to submitting a Response to the Request for Proposal or submits a Response to the Request for Proposal after conducting an inspection of the properties to be acquired, the Developer shall be deemed to have waived any rights to terminate this agreement based upon the condition of the properties.

5.2.2 Proof of Financing. Contemporaneous with the delivery of the Termination Waiver or its deemed issuance, Developer shall deliver to Seller for its review and approval, which shall not be unreasonably withheld, evidence of Developer's financial capability adequate to finance the Estimated Project Costs, including reasonably detailed term sheets in form and substance reasonable acceptable to Seller from a financial institution and evidence of Developer's ability to make an adequate equity contribution in the amount of any gap financing ("**Proof of Financing**"). The Proof of Financing must be irrevocably available to pay the estimated Project Costs.

ARTICLE 6 Closing

6.1 Time and Place of Closing. Notwithstanding anything contained in this Agreement to the contrary, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall be accomplished at 10:00 a.m. (local time) on the date that is the earlier of the following: (i) five (5) business days after the satisfaction or waiver of the conditions set forth in Section 6.7, or (ii) five (5) business days after the date that is one hundred and twenty (120) days after the Execution Date, or (iii) such earlier date as Developer and Seller mutually agree upon (the "**Closing Date**").

6.2 Seller's Closing Obligations. At Closing, Seller will provide:

6.2.1 Quit Claim Deed. Deliver to Developer a duly executed quit claim deed, conveying to Developer all of Seller's rights and interests in the Properties;

6.2.2 Evidence of Authority. Deliver to Developer such evidence as Developer's counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

6.2.3 FIRPTA. Deliver to Developer an affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Properties Tax Act of 1980 and the 1984 Tax Reform Act;

6.2.4 Owner's Affidavit. Deliver to the Title Company a title insurance affidavit, if required by the Title Company to issue the Title Policy, duly executed by Seller, in form and content reasonably satisfactory to Developer and the Title Company;

6.2.5 Settlement Statement. Deliver to Developer an executed counterpart settlement statement (the "**Settlement Statement**") setting forth the amounts paid by or on behalf of and/or credited to each of Developer and Seller pursuant to this Agreement;

6.2.6 Possession. Deliver to Developer possession of the Properties;

6.2.7 Transfer Declaration. Seller shall execute and deliver any required transfer declarations, water certifications, and other documents required by law to be executed and/or delivered and/or obtained in connection with the transfer of the Properties (collectively, the "**Transfer Declarations**");

6.2.8 Datedown, Seller Representations and Warranties. Deliver to Developer a certificate certifying the accuracy of Seller's representations and warranties as of the Closing Date, if requested; and

6.2.9 Other Items. Deliver such additional documents as shall be reasonably requested by Developer or the Title Company or required to consummate the transactions contemplated by this Agreement; however, that in no event shall Seller be required to undertake any other material liability not expressly contemplated in this Agreement, unless Seller elects to do so in its sole discretion.

6.3 Developer's Closing Obligations. At Closing, Developer (or its designee pursuant to Section 10.1) shall:

6.3.1 Purchase Price. Deliver the full amount of the Purchase Price, as adjusted by prorations and credits, in certified funds;

6.3.2 ALTA and GAP Statement. Deliver an ALTA Statement and a GAP Statement, each in duplicate;

6.3.3 Evidence of Authority. Deliver to Seller such evidence as Seller's counsel and/or Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Developer.

6.3.4 Settlement Statement. Join Seller in the execution of the Settlement Statement;

6.3.5 Transfer Declarations. Join Seller in the execution and delivery of Transfer Declarations to the extent required by applicable law;

6.3.6 Datedown Developer Representation and Warranties. Deliver to Seller a certificate certifying the accuracy of Developer's representations and warranties of the Closing Date; and

6.3.7 Other Items. Deliver such additional documents as shall be reasonably requested by the Seller or Title Company that are required to consummate the transaction contemplated by this Agreement, provided, however, that in no event shall Developer be required to undertake any other material liability not expressly contemplated in this Agreement, unless Developer elects to do so in its sole discretion.

6.4 Credits and Prorations. All income and expenses, if any, in connection with the operation of the Properties shall be apportioned, as of 11:59 p.m. on the day prior to the Closing Date (accordingly, the day of Closing being a day of income and expense to Developer). Prorated or credited items shall include, without limitation, the following:

6.4.1 Taxes. Seller will make efforts to obtain tax exempt status for the Properties and extinguish delinquent taxes. Seller and Developer agree to, if necessary, enter into a post-closing tax indemnity agreement indemnify Developer from Properties tax liability during any time Developer did not own the Properties.

6.4.2 Other Expenses. Unless otherwise expressly agreed in writing between Seller and Developer, no other expense related to the ownership or operation of the Properties shall be charged to or paid or assumed by Developer that is allocable to any period before the Closing.

6.5 Closing Costs. The Developer shall be solely responsible for any and all closing costs, fees or services incurred between the Parties (except City attorney fees, engineering fees and other consulting fees) including, but not limited to, any and all title policy premium charges and costs, extended coverage, any title endorsements, escrow fees, recording fees, transfer taxes and any other cost or fee incurred in connection with the acquisition and sale of the Properties, including preparation of the Survey and any environmental studies or analysis undertaken by the Developer ("**Closing Costs**").

6.6 Conditions to Closing.

6.6.1 Developer's Conditions. Developer's obligation to purchase the Properties is conditioned upon and subject to the occurrence of or the waiver (by Developer in its sole discretion) of the following prior to Closing:

- a. Seller must have delivered or caused to be delivered all items required to be delivered under this Agreement;
- b. All representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date.
- c. Seller must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Seller as of the Closing Date.
- d. All other conditions precedent to Developer's obligation to purchase the Properties which are set forth in this Agreement shall have been satisfied or waived on or before the Closing Date.

6.6.2 Seller's Conditions. Seller's obligation to sell the Properties is conditioned upon and subject to the occurrence of or the waiver (by Seller in its sole discretion) of the following prior to Closing:

- a. Developer must have delivered all items required to be delivered under this Agreement;
- b. All representations and warranties of the Developer contained in this Agreement shall be true and correct in all material respects as of the Closing Date.
- c. Developer must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Developer as of the Closing Date.
- d. All other conditions precedent to Seller's obligation to sell the Properties which are set forth in this Agreement shall have been satisfied on or before the Closing Date.

6.6.3 In the event any of the foregoing conditions set forth in Sections 6.6.1 and 6.6.2 have not been satisfied by the Closing Date, provided that such failure is not the result of a default hereunder by the non-performing party (in which event the performing party would have the rights and remedies described in Article 8 hereof), the performing Party shall have the right to (i) waive such condition or (ii) terminate this Agreement by written notice to the other Party on or before the Closing Date, whereupon the parties shall have no further rights, duties or obligations under this Agreement, other than those which expressly survive the termination of this Agreement.

ARTICLE 7

Representations, Warranties and Covenants

7.1 Representations and Warranties of Seller. Seller represents and warrants the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

7.1.1 Authority. Seller is duly organized and validly exists under the laws of the State of Illinois. Seller has the right and authority to enter into this Agreement and to transfer the Properties pursuant to this Agreement. The person signing this Agreement is authorized to do so. This Agreement has been duly authorized, executed and delivered by Seller, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms. Seller has obtained all consents and permissions, and has satisfied all requirements, under any covenant, agreement, encumbrance, law, ordinance or regulation which bind Seller or the Properties.

7.1.2 Pending Actions. No action, suit, administrative or judicial proceeding, or unsatisfied order or judgment (each, a "**Pending Action**") is pending or, to the best of Seller's knowledge, threatened which may adversely affect Seller's ability to perform under this Agreement or which otherwise affects the Properties.

7.1.3 Consents. No consents are required for the conveyance, assignment or transfer of the Properties.

7.1.4 Leases. There are no leases affecting the Properties.

7.1.5 Condemnation. No condemnation proceedings are pending against Seller or the Properties nor, to Seller's knowledge, are any such proceedings threatened.

7.1.6 Contracts; Properties Information. There are no contracts or agreements affecting the Properties other than the Permitted Exceptions. The originals or copies of agreements and Properties Information that have been made available to Seller to Developer are true, correct and complete in all material respects and include any material amendments or modifications thereto. Seller is not in default under any of the Permitted Exceptions.

7.1.7 Employees. Seller employs no persons in connection with the management, operation or maintenance of the Properties.

7.1.8 Taxes and Assessments. Seller has not filed, and has not retained anyone to file, notices of protest against real Properties tax assessments against the Properties. Except for the Permitted Exceptions, Seller does not have any knowledge of any pending or threatened liens, special assessments, or impositions against the Properties by any governmental or public authority.

7.2 Seller's Disclaimer With Respect to Physical Condition of Properties and Applicable Laws and Regulations; Developer to Take Properties "As Is, Where Is"; Developer's Release Re: Environmental Hazard Risks.

7.2.1 Physical Condition of Properties. Seller makes no representation or warranty to Developer whatsoever with respect to the physical condition of the Properties. Developer acknowledges that:

- a. Developer has entered into this Agreement and if Developer purchases the Properties hereunder, Developer will do so on the basis of its own investigation of the physical condition of the Properties, including any improvements and the soils and ground water conditions of the Properties and its immediate environs; and
- b. Developer will acquire the Properties in an "AS IS" condition and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.

7.2.2 Compliance with Environmental Law. Seller makes no representation or warranty whatsoever as to existing or proposed governmental laws or regulations applicable to the Properties, including without limitation laws or regulations concerning Hazardous Materials. Developer acknowledges that it has entered into this Agreement and if Developer purchases the Properties hereunder, Developer will do so on the basis of its own review and investigation of the applicability and effect of such laws and regulations, and Developer assumes the risks that adverse matters may not have been revealed by its investigation. The term "**Hazardous Materials**" includes petroleum (including crude oil or any fraction thereof) and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Laws, in any case at levels or concentrations requiring monitoring, reporting, remediation or removal in accordance with Environmental Laws. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations as of the date of this Agreement applicable to the Properties, and all applicable state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate hazardous or toxic substances and materials.

7.2.3 Waiver. Developer hereby waives, releases, acquits and forever discharges Seller and its officers, directors, partners, employees, agents, attorneys, and any other person acting on behalf of Seller, from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseeable or unforeseeable,

which Developer now has or which may arise in the future on account of or in any way growing out of or connected with the presence in or on the Properties, or under the surface of the Properties, of underground storage tanks, asbestos-containing materials, transformers or other equipment containing polychlorinated biphenyls, or any Hazardous Materials. The foregoing covenant of Developer shall survive and be enforceable in accordance with its terms following the consummation of this transaction and shall not be merged with or into the Deed delivered by Seller to Developer at the Closing Date. Developer acknowledges and agrees that Developer is acquiring the Properties in an "As Is" condition and solely in reliance on Developer's own inspection; and that neither Seller nor any agents, representatives or employees of Seller (together "Agents") have made any representations or warranties, express or implied, verbal or written, with respect to any aspect of the Properties (including without limitation the physical and environmental condition of the Properties and the subsurface conditions of the soil and water) or its fitness for any particular use. Developer further acknowledges that Developer has investigated and is aware of all governmental requirements and other matters of a similar nature affecting the use and condition of the Properties and the physical condition of the Properties (including, but not limited to subsurface soil and water conditions), and agrees to purchase the Properties, subject to the provisions contained herein, in the condition that it is in on the Closing Date. Developer hereby waives, releases and forever discharges Seller and its Agents from any and all claims, actions, liabilities, judgments, demands, rights, damages and expenses whatsoever, direct or indirect, which Developer now has or which may arise in the future on account of or in any way connected with the condition of the Properties, including without limitation, the environmental condition of the Properties, the value, condition, status, or quality of the Properties, and any law or regulation applicable thereto, and any and all claims it may have against Seller and its Agents under any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, any Environmental Laws, as these laws have been amended or supplemented. The provisions of this Section shall survive the Closing and the conveyance of the Properties to Developer.

7.3 Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in Section 7.1 shall survive Closing for a period of twelve (12) months after Closing.

7.4 Seller's Covenants. In addition to other covenants, Seller covenants with Developer, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

7.4.1 Provide Copies of Notices. Seller shall furnish Developer with a copy of all notices received by Seller from any governmental authority or other party of any violation of any law, statute, ordinance, regulation or order of any governmental or public authority relating to the Properties within two (2) business days following Seller's receipt thereof and in no event later than two (2) business days prior to the Closing Date.

7.4.2 Execution of New Contracts. Seller shall not, without Developer's prior written consent in each instance, amend or terminate any of the Permitted Exceptions or enter into any lease, contract or agreement that will be an obligation affecting the Properties or binding on Developer after the Closing.

7.4.3 Cooperation. Throughout the term hereof, provided Developer is diligently pursuing the same, Seller shall cooperate fully with Developer to obtain all approvals necessary for the rehabilitation and construction of the Project.

7.4.4 Condemnation. Seller shall not initiate any action to take all or any portion of the Properties by eminent domain proceedings.

7.4.5 Liens and Encumbrances. Seller shall not cause any lien or any other encumbrance to be recorded against the Properties after the expiration of the Inspection Period.

7.4.6 Developer's Representations and Warranties. Developer represents and warrants the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

7.4.7 Developer's Authority. Developer is duly organized and validly exists as a corporation under the laws of the State of Illinois. Developer has the right and authority to enter into this Agreement. The person signing this Agreement is authorized to do so. This Agreement has been duly authorized, executed and delivered by Developer, is a valid and binding obligation of Developer and is enforceable against Developer in accordance with its terms. Developer has obtained all consents and permissions required in connection with this Agreement under any covenant, agreement, encumbrance, law or regulation by which Developer is bound. Developer shall provide prior to or at Closing a true, complete and certified copy of the Developer's authorizing resolutions to the Title Company.

7.4.8 Pending Actions. No Pending Action is pending or threatened which may adversely affect Developer's ability to perform under this Agreement.

7.4.9 Taxes. The Developer has not failed to file any applicable income or other tax returns or to pay any income or other taxes when due which failure would have a material adverse effect on the Developer's ability to perform and satisfy its obligations and duties under this Agreement, including the rehabilitation and construction of the Project. There is no controversy or objection pending, or to the knowledge of the Developer, threatened in respect of any tax return of the Developer which would have a material adverse effect on the Developer's ability to perform and satisfy its obligations under this Agreement.

7.4.10 Conflict of Interest. Pursuant to 65 ILCS 11-74.4-4(n), the Developer represents and warrants that, to the best of its knowledge, no member, official, or employee of the Seller, or of any commission or committee exercising authority over the Project, the Redevelopment Project Area or the Redevelopment Plan, or any consultant hired by the Seller or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Project or any other Properties in the Redevelopment Area.

7.4.11 Other Disclosures. The information furnished to the Seller by Developer in connection with the matters covered in this Agreement are true and correct, or are the result of good faith estimates where applicable, and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in light of the circumstances under which it is made, not misleading.

7.4.12 Compliance. As of the date of this Agreement and as of the Closing Date, Developer represents and warrants as follows:

- a. Developer's funds are derived from legitimate business activities.
- b. Developer is not a person with whom Seller is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to Developer or any party that has ownership in or control over Developer being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially

Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control or other lists of similar import).

7.5 Survival of Developer's Representations and Warranties. The representations and warranties of Developer set forth in Section 7.5 shall survive Closing for a period of twelve (12) months after Closing.

7.6 Developer's Covenants. Provided this Agreement has not otherwise been terminated and the Closing has occurred in accordance herewith, Developer covenants with and to the Seller as follows:

7.6.1 Rehabilitation and Construction of Project. Within thirty (30) days of the Closing Date, Developer shall make application to Seller for all permits necessary for the rehabilitation and construction of the Project in substantial conformance with the Preliminary Scope of Work. Subject to delays resulting from Force Majeure, Developer shall commence rehabilitation and construction of the Project within thirty (30) days of obtaining all such permits, and Developer shall substantially complete rehabilitation and construction of the Project within one (1) year of execution of the Closing Date, subject to delays resulting from Force Majeure and delays attributable to Seller's delay or failure to perform its obligations or covenants under this Agreement. For purposes of this Agreement, "Force Majeure" shall mean an act of God, storm, fire, flood, pandemic, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Developer or Seller, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure. The responsibility to substantiate a claim for an event caused by Force Majeure shall rest with the party claiming such event of Force Majeure. Developer shall utilize commercially reasonable and good faith efforts to secure all permits contemplated herein.

- a. Covenants Related to the Project. Developer covenants to rehab, construct and operate the Project. Developer shall redevelop the Properties and cause the Project to be constructed and operated in accordance with this Agreement, the Preliminary Scope of Work, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Properties, the Project and/or the Developer.
- b. Occupancy Permits. The Project shall be deemed to be completed upon issuance by the City of occupancy permits for each Project Property.
- c. Sale of Properties. Following issuance of occupancy permits by the City for each Property, the Developer will arrange for sale of each Property to first-time home buyers or veterans, under various state and federal programs for these buyers. These buyers would be required to reside in their homes for at least three (3) years following sale, and comply with any other requirements of their first-time home buyer or veteran mortgage loans.

7.6.2 Costs Associated with the Project. Developer shall be solely financially responsible for any and all costs associated with the transfer, rehabilitation and construction of the Project on the Properties unless specifically set forth herein.

7.6.3 Project Financing. Developer represents, warrants and covenants it has adequate and irrevocable equity and/or financing to develop and construct the Project as contemplated herein. In the event Developer does not pay the entirety of the costs of development and construction of the Project with Equity, Developer covenants that it shall secure Lender Financing (the "**Lender Financing**").

7.6.4 Properties Taxes. From and after the Closing Date, Developer shall pay or cause to be paid when due all real estate Properties taxes relating to the Properties or the operations on the Properties, which are assessed or imposed upon the Properties, or which become due and payable. Developer shall have the right to challenge real estate Properties taxes applicable to the Properties; provided, that such real estate Properties taxes must be paid in full when due.

7.6.5 Project Compliance. Developer shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project. Developer shall cause the Project to be maintained, preserved and kept in good repair and working order and in compliance with applicable law. Developer covenants not willfully to do or willfully to suffer any waste or unrepaired damage to, or otherwise to do or to suffer or permit to be done any act that would substantially impair the value of, the Project or Properties or any part thereof.

7.6.6 Survival. The provisions of Section 7.6.4 and Section 7.6.5 shall survive the Closing and the conveyance of the Properties to Developer for a period of ten (10) years from the date of Closing. Notwithstanding the foregoing, the covenants in Section 7.6.1 through Section 7.6.3 shall automatically terminate and be of no further force and effect upon the issuance of a Certificate of Substantial Completion for the Project. The covenants of Section 7.6 shall run with the land and be binding upon any successor in interest or transferee.

ARTICLE 8 Default and Remedies

8.1 Developer's Default. If the sale of the Properties as contemplated by this Agreement does not occur because of Developer's default under this Agreement, Seller's sole remedy and relief for any such default of Developer shall be either of the following: (i) terminate this Agreement by written notice to Developer, or (ii) pursue an action for the specific performance of Developer's obligations hereunder. Notwithstanding anything to the contrary contained in this Section, Seller and Developer agree that the remedies in the previous sentence is not intended to (i) apply to any default or breach by Developer under Section 7.7 hereof, or (ii) limit Developer's obligations under Section 11.1 hereof. In the event Developer fails to perform or satisfy its obligations under Section 7.7, a default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from Seller specifying the nature of this default; provided, however, defaults which are not capable of being cured within such 30-day period, the Developer shall not be deemed to have defaulted under this Agreement if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, but in no event shall such cure period exceed ninety (90) days of its receipt of written notice from Seller specifying the nature of default. **If Developer has not cured or remedied a default within the timeframes provided for herein, Developer agrees to return title to the Properties to the Seller for no more than the Purchase Price herein.**

8.2 Seller's Default. If the sale of the Properties as contemplated by this Agreement does not occur because of Seller's default under this Agreement, Developer's sole remedy and relief for any such default of Seller shall be either of the following: (i) terminate this Agreement by written notice to Seller, or (ii) pursue an action for the specific performance of Seller's obligations hereunder.

ARTICLE 9 Risk of Loss

9.1 Condemnation. If, between the Effective Date and the Closing Date, a governmental authority initiates action to take all or any portion of the Properties by eminent domain proceedings,

Developer may either (a) terminate this Agreement without further liability to Seller, upon which the Escrow Agent shall return the Earnest Money to Developer and neither party shall have any obligation to the other under this Agreement, except as expressly provided for under this Agreement; or (b) continue to Closing. In the event that Developer elects (b) above, the award of the condemning authority shall be assigned to Developer at the Closing.

9.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Properties by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If, between the Effective Date and the Closing Date, the Properties suffers Material Damage, Seller shall promptly, and in any event prior to the Closing, notify Developer. Developer may elect, by written notice delivered to Seller within fifteen (15) days after receipt of such notice, to either (a) terminate this Agreement without further liability to Developer upon which Escrow Agent shall return the Earnest Money to the Developer, and neither party shall have any further obligation to the other hereunder except as may be expressly provided in this Agreement, or (b) continue to Closing. The Closing Date shall be extended as necessary to permit Developer the full fifteen (15) days. "**Material Damage**" means damage which may cause, in Developer's reasonable judgment, Developer to expend additional funds to prepare the Land for development of a parking garage that it otherwise would not expend. If Developer does not terminate this Agreement in the case of Material Damage, Seller shall assign to Developer at the Closing its right to recover under any insurance policies covering such damage (if any) and shall pay Developer at the Closing the amount of the deductible or other self-insured retention, if any. If between the Effective Date and the Closing Date, the Properties suffers damage which is not Material Damage, Seller shall assign to Developer all insurance proceeds payable on account of such damage, and pay to Developer at Closing the amount of any deductible or uninsured loss under such insurance policy.

ARTICLE 10 **Indemnity**

Developer's Indemnity of Seller. Developer hereby agrees to indemnify, defend and hold the Seller harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) actually suffered or actually incurred by the Seller (except that caused by the negligence or willful misconduct of the Seller) resulting from third party claims against Seller arising from or in connection with the failure of Developer to perform its obligations or covenants under Section 7.7 of this Agreement; provided, however, that Developer's obligation to indemnify Seller under this Section 12.1 shall automatically terminate and be of no further force and effect upon issuance by the Seller of the Certificate of Substantial Completion for the Project (which Seller shall not unreasonably withhold or delay). The provisions of the undertakings and indemnification set out in this Section shall survive the Closing and/or termination of this Agreement. Seller waives any right to incidental, consequential or punitive damages under this Section 12.1.

ARTICLE 11 **Miscellaneous**

11.1 Assignment. The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representative. Notwithstanding any provision in this Agreement, Developer may not assign its rights under this Agreement without first obtaining Seller's written approval; provided, however, Developer may assign this Agreement to a Permitted Affiliate without Seller's consent. For purposes hereof, the term "Permitted Affiliate" means an entity that controls, is controlled by, or is under common control with Developer.

11.2 Brokers. Parties represent to one another, each with respect to its own actions, that it has not retained nor hired any broker nor real estate consultant in connection with the conveyance evidenced by this Agreement who has not been fully paid. Each party agrees to indemnify the other for any claim for a broker commission or other compensation arising out of this Agreement and the contemplated transactions.

11.3 Notices. Any notice required under this Agreement shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by email or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, confirmed email transmission, deposit with such overnight courier for next business day delivery, or three (3) business days after deposit in the United States mail. The parties' respective addresses for notice purposes are as follows:

If to Developer: Sunday Holdings, LLC
Attention: _____

with a copy to: Adler & Herbach
Attention: Uri Adler
7321 Ridgeway Avenue
Skokie, Illinois 60076
Telephone: (847) 3183770
uadler@northsidelegal.com

If to Seller: City of Calumet City
204 Pulaski Road
Calumet City, Illinois 60409
Attention: Mayor
Telephone: (708) 891-8100

with a copy to: Peterson, Johnson & Murray LLC
Attention: Dominick Lanzito
1301 West 22nd Street, Suite 500
Oak Brook, Illinois 60523
Telephone: (312) 782-7150
dlanzito@pjmlaw.com

12.4 General Provisions. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

12.5 Governing Law. This Agreement is governed by the laws of the State of Illinois.

12.6 Jurisdiction, Venue and Forum. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.

12.7 Waiver. No waiver by any party of any breach of any provision of this Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of such provision itself, or a waiver of any right, power or remedy under this Agreement.

12.8 Entire Agreement. This writing contains the entire agreement of the parties and may not be amended except in writing, signed by both Seller and Developer. There are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied or by operation of law, between the Parties or other than as herein set forth or as specifically referred to herein.

12.9 Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

12.10 Calculation of Time Periods. In computing any period of time described in this Agreement, the day of the act of event after which the designated period of time begins to run is not to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Properties is located, in which event the period shall run until the end of the next business day.

12.11 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended to limit or define the text of any section or subsection.

12.12 Exhibits and Schedules. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

<u>Exhibit A</u>	Legal Description
<u>Exhibit B</u>	Project Schedule
<u>Exhibit C</u>	Short Form Agreement

12.13 Entire Agreement. This Agreement, including Exhibits, contain the entire agreement between the parties pertaining to the subject matter hereof and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

12.14 Termination of Agreement. If either Developer or Seller terminates this Agreement pursuant to a right of termination granted under this Agreement, such termination will operate to relieve Seller and Developer from all obligations under this Agreement, except for such obligations that expressly survive the termination of this Agreement.

12.15 Survival. All provisions of this Agreement which are not fully performed as of Closing shall survive Closing; provided, however, that the representations and warranties of Seller contained in Section 7.1, and the representations and warranties of Developer contained in Section 7.4, will survive for the period, and are subject to the terms, as set forth in Section 7.2 and Section 7.5, respectively.

12.16 Time of Essence. Time is of the essence with respect to this Agreement.

12.17 Severability. If any provision of this Agreement shall be in violation of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any provision shall not invalidate or render unenforceable any other provision hereof, which other provisions shall remain in full force and effect.

12.18 Further Assurances. Seller and Developer shall do such further acts and execute and deliver such further agreements and assurances as the other party may reasonably require to give full effect and meaning to this Agreement.

12.19 Representatives Not Personally Liable. No elected or appointed official or agent of the Seller shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

12.20 Short Form of Agreement. Within ten (10) days of the Effective Date, the Seller and Developer shall execute, acknowledge and deliver a short form version of this Agreement in the form of Exhibit C attached hereto (the "**Short Form Agreement**") and Developer, at its sole cost and expense, shall cause the same to be promptly recorded in the Office of the Recorder of Cook County, Illinois, as notice of the existence of this Agreement and of the rights, obligations and interests of the Seller and Developer hereunder.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Seller and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF CALUMET CITY, ILLINOIS,
An Illinois municipal corporation



Thaddeus M. Jones
City Mayor

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of _____, 2024, before me, personally appeared Thaddeus M. Jones, personally known, who being by me duly sworn did say that he is the City Mayor of the City of Calumet City, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires: _____

IN WITNESS WHEREOF, the Seller and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**SUNDAY HOLDINGS, LLC, an Illinois
limited liability company**

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ___ day of _____ 2024, before me, personally appeared _____, personally known to me, who being by me duly sworn did say that (s)he is the _____ of SUNDAY HOLDINGS, LLC, that said instrument was signed on behalf of SUNDAY HOLDINGS, LLC and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires: _____

Exhibit A

Legal Description of Properties

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

Exhibit B

Project Schedule

Preliminary Project Schedule: Demolition labor will be provided for the kitchen, bathroom, basement, trims, and doors, followed by waste removal services. Structural work includes building a wall in the basement, opening stairs on the first floor, constructing a kitchen soffit, and repairing framing after demolition. The roof will be replaced with a new layer of shingles. New exterior doors.

Windows will be selected and installed according to area standards, and the HVAC system will be upgraded with new ducts, furnace, and AC registers. Plumbing fixtures, including faucets, toilets, sinks, tubs, and a water heater, will be installed, along with a complete upgrade of the plumbing system. Electrical fixtures and a new breaker panel will be provided.

The scope includes drywall installation and preparation, as well as painting services using primer and finish materials. Finish carpentry will involve the installation of interior doors, hardware, baseboards, base shoe, and window casings. New tile will be installed in the bathroom, and stairs will be repaired with new railings. Flooring will include hardwood in selected areas and LVT in the kitchen and addition.

Kitchen cabinets and vanities will be selected and installed, and newcountertops will be fitted. The project will also include kitchen appliances. Exterior carpentry, painting, and tuckpointing work will be conducted as needed. Additionally, concrete work, garage updates, fence installation, landscaping, and a final punch list will be completed to ensure all aspects of the project meet the anticipated standards.

Exhibit C

Short Form Agreement

THIS DOCUMENT PREPARED BY, AND
AFTER RECORDING RETURN TO:

Peterson, Johnson & Murray LLC
Attention: Dominick Lanzito
1301 West 22nd Street, Suite 500
Oak Brook, Illinois 60523

This space reserved for Recorder's use only.

**SHORT FORM AND MEMORANDUM OF
REDEVELOPMENT AGREEMENT**

This Short Form and Memorandum of Redevelopment Agreement (“**Short Form Agreement**”) is made as of _____, 2024, by and between **CITY OF CALUMET CITY**, an Illinois municipal corporation (the “**Seller**”), and **SUNDAY HOLDINGS, LLC**, an Illinois limited liability company (the “**Developer**”).

1. **Capitalized Terms**. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement. To the extent of any conflict between this Short Form Agreement and the terms of the Redevelopment Agreement, the Redevelopment Agreement shall control.

2. **Redevelopment Agreement**. City and Developer entered into that certain Redevelopment Agreement, dated _____, 2024, (the “**Redevelopment Agreement**”) describing the Project being developed on real Properties legally described on the attached and incorporated **Exhibit A (“Properties”)**. In the event of a conflict between the Redevelopment Agreement and this Short Form Agreement, the Redevelopment Agreement shall control.

A. **Rehabilitation and Construction of Project**. Within thirty (30) days of the Closing Date, Developer shall make application to Seller for all permits necessary for the rehabilitation and construction of the Project in substantial conformance with the Preliminary Scope of Work. Subject to delays resulting from Force Majeure, Developer shall commence rehabilitation and construction of the Project within thirty (30) days of obtaining all such permits, and Developer shall substantially complete rehabilitation and construction of the

Project within one (1) year of execution of the Closing Date, subject to delays resulting from Force Majeure and delays attributable to Seller's delay or failure to perform its obligations or covenants under this Agreement, each materially and substantially in accordance with this Agreement and all Exhibits attached hereto, the Development Approvals, the Redevelopment Plan, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Properties and/or the Developer. For purposes of this Agreement, "Force Majeure" shall mean an act of God, storm, fire, flood, pandemics, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Developer or Seller, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure. The responsibility to substantiate a claim for an event caused by Force Majeure shall rest with the party claiming such event of Force Majeure. Developer shall utilize commercially reasonable and good faith efforts to secure all permits contemplated herein.

1. **Covenants Related to the Project.** Developer covenants to rehab, construct and operate the Project. Developer shall redevelop the Properties and cause the Project to be constructed and operated in accordance with this Agreement, the Preliminary Scope of Work, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Properties, the Project and/or the Developer.

2. The Project shall be deemed to be substantially completed upon issuance of Occupancy Permits for each Property by the Seller (which issuance shall not be unreasonably withheld or delayed). Developer acknowledges that Occupancy Permits for the Project shall not be issued unless and until the Project is rehabbed and constructed in accordance with this Agreement, the Preliminary Scope of Work, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Properties, the Project and/or the Developer.

3. Following issuance of occupancy permits by the City for each Property, the Developer will arrange for sale of each Property to first-time home buyers or veterans, under various state and federal programs for these buyers. These buyers would be required to reside in their homes for at least three (3) years following sale, and comply with any other requirements of their first-time home buyer or veteran mortgage loans.

- B. **Properties Taxes.** Developer covenants to pay all Properties taxes as assessed or reassessed from and after the date of Closing. Developer shall pay or cause to be paid when due all real estate Properties taxes relating to the Properties or the operations on the Properties, which are assessed or imposed upon the Properties, or which become due and payable. Developer shall have the right to challenge real estate Properties taxes applicable to the Properties; provided, that such real estate Properties taxes must be paid in full when due.
- C. **Project Compliance.** Developer shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project. Developer shall cause the Project to be maintained, preserved and kept in good

repair and working order and in compliance with applicable law. Developer covenants not willfully to do or willfully to suffer any waste or unrepaired damage to, or otherwise to do or to suffer or permit to be done any act that would substantially impair the value of, the Project or Properties or any part thereof.

3. **Remaining Terms.** The remaining terms of the Redevelopment Agreement are hereby incorporated into this Short Form Agreement as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the office of the City Clerk of the City of Calumet City, Cook County, Illinois.

4. **Other Purchase and Agreement Provisions.** Among the other terms and conditions contained in the Redevelopment Agreement, the Redevelopment Agreement provides that Developer shall rehab the Properties and cause the Project to be constructed in accordance with the Agreement and all Exhibits attached thereto, the Approved Plans, and all Laws applicable to the Properties, the Project and/or Developer. Developer shall cause the Project to be completed by the Project Completion Date. The aforesaid covenants shall be deemed satisfied upon issuance of Occupancy Permits for the Properties.

If Developer is in any manner or term in Default of this Short Form or the Redevelopment Agreement, Developer agrees to return title to the Properties to the Seller for no more than the Purchase Price paid to the Seller by the Developer.

5. **Inquiries.** Further inquiries regarding this Short Form Agreement and the Redevelopment Agreement may be made to the following parties:

If to Developer: Sunday Holdings, LLC
Attention: _____

with a copy to: Adler & Herbach
Attention: Uri Adler
7321 Ridgeway Avenue
Skokie, Illinois 60076
Telephone: (847) 3183770
uadler@northsidelegal.com

If to Seller: City of Calumet City
204 Pulaski Road
Calumet City, Illinois 60409
Attention: Mayor
Telephone: (708) 891-8100

with a copy to: Peterson, Johnson & Murray LLC
Attention: Dominick Lanzito
1301 West 22nd Street, Suite 500
Oak Brook, Illinois 60523
Telephone: (312) 782-7150
dlanzito@pjmlaw.com

or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in the Redevelopment Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the Seller and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF CALUMET CITY, ILLINOIS,
An Illinois municipal corporation



Thaddeus M. Jones
City Mayor

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ___ day of _____, 2024, before me, personally appeared Thaddeus M. Jones, personally known, who being by me duly sworn did say that he is the City Mayor of the City of Calumet City, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires: _____

IN WITNESS WHEREOF, the Seller and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

SUNDAY HOLDINGS, LLC, an Illinois limited liability company

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of _____ 2024, before me, personally appeared _____, personally known to me, who being by me duly sworn did say that (s)he is the _____ of SUNDAY HOLDINGS, LLC, that said instrument was signed on behalf of SUNDAY HOLDINGS, LLC and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires: _____

Res.#3 Resolution approving a
Redevelopment Agreement

(Approved on a Previous Agenda)

A Resolution approving a redevelopment agreement and Class 8 designation for 1625 Sibley (JFL Foods, LLC).

(Approved on a Previous Agenda)

Res.#5 Resolution Celebrating the 100th
Birthday of Eddie Harrell

(Res.#24-39)

A Resolution celebrating the 100th birthday of Eddie Harrell.

(See attached page 7A)

Res.#6 Resolution Approving Release and
Settlement

(Res.#24-40)

A Resolution approving release and settlement agreement in James Newell v. City of Calumet City, 2024-6005407 (Circuit Court of Cook Count)

(See attached page 7B)

Res.#7 Resolution Approving Release and
Settlement

(Res.#24-41)

A Resolution approving release and settlement agreement in Candace I. Janowiak v. City of Calumet City, 440-2019-2195 (Equal Employment Opportunity Commission)

(See attached page 7C)

Res.#8 Resolution for 414 State Street &
413-413 Plummer

(Approved on a Previous Agenda)

A Resolution approving a Class 8 designation and enterprise zone incentives for 414 State Street & 413-416 Plummer.

(Approved on a Previous Agenda)

Res.#9 Resolution for 1407 Huntington
Drive

(Approved on a Previous Agenda)

A Resolution approving a Class 8 designation and enterprise zone incentives for 1407 Huntington Drive.

(Approved on a Previous Agenda)

Res.#11 Resolution for 1550 Huntington
Drive

(Approved on a Previous Agenda)

A Resolution approving a Class 8 designation and enterprise zone incentives for 1550 Huntington Drive.

(Approved on a Previous Agenda)

Res.#12 Resolution for 1584 Huntington
Drive

(Approved on a Previous Agenda)

A Resolution approving a Class 8 designation and enterprise zone incentives for 1584 Huntington Drive.

(Approved on a Previous Agenda)

Res.#13 Resolution for 664 River Oaks
Drive

(Approved on a Previous Agenda)

A Resolution approving a Class 8 designation and enterprise zone incentives for 664 River Oaks Drive.

(Approved on a Previous Agenda)

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

RESOLUTION NUMBER 24-39

**A RESOLUTION CELEBRATING THE 100TH BIRTHDAY OF
EDDIE HARRELL**

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

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

Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on September, 26 2024

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

Res.#24-39
Regular City Council Meeting September 26, 2024

RESOLUTION NO. 24-39

**A RESOLUTION CELEBRATING THE 100TH BIRTHDAY OF
EDDIE HARRELL**

WHEREAS, Calumet City is an Illinois home rule municipality organized and operating pursuant to section 6(a), Article VII of the Constitution of the State of Illinois, and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City of Calumet City celebrates the 100th birthday of a beloved and resilient City resident, Eddie Harrell; and

WHEREAS, Ms. Harrell was born on September 14, 1924 in Birmingham, Alabama to her parents Eddie and Bessie Griggs, whose nurturing guidance and support laid the foundation for her accomplished life; and

WHEREAS, Ms. Harrell graduated from A.H. Parker High school in 1942, which was the first high school for African Americans in Birmingham, Alabama; and

WHEREAS, Ms. Harrell subsequently graduated from Lamar School of Nursing in Augusta, Georgia and received her Registered Nurse license; and

WHEREAS, Ms. Harrell also served as a nurse cadet for the United States of America during World War 2, during which she selflessly and valiantly provided vital care to many American soldiers; and

WHEREAS, after the war, Ms. Harrell continued to work in public health in St. Louis, Missouri; and

WHEREAS, Ms. Harrell later moved to Chicago Illinois in the 1950's, where she dedicated 15 years of service in the public school system at the University of Chicago; and

WHEREAS, Ms. Harrell later graduated from the Governor's State University with a BMS in nursing; and

WHEREAS, Ms. Harrell is also an avid square dancer who enjoys sewing, creating her own clothing, and has a deep appreciation for quality barbeque and greens; and

WHEREAS, Ms. Harrell is also a proud sister, and a loving mother to her two daughters, her three grandchildren, and her four great grandchildren; and

WHEREAS, Eddie Harrell is also admired in the community for her kindness and generosity, and the Calumet City is proud to call Ms. Harrell as resident of the City.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Calumet City hereby congratulate Ms. Harrell on her 100th birthday, and celebrate her enriching life and contributions to the City and its community.

ADOPTED this 26th day of September 2024, pursuant to a roll call as follows:

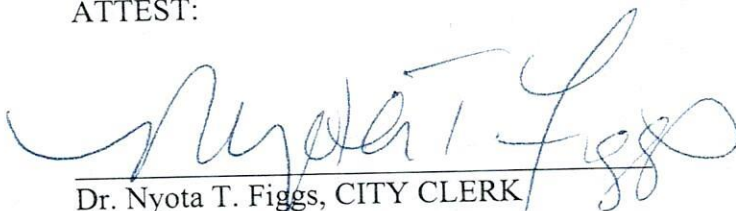
	Yes	No	Absent	Present
Gardner	X			
Navarrete	X			

Patton	X			
Smith	X			
Tillman	X			
Williams	X			
Wilson	X			
(Mayor Jones)				

APPROVED by the Mayor on September 26, 2024.


 Thaddeus Jones
 MAYOR

ATTEST:


 Dr. Nyota T. Figs, CITY CLERK

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 24-40

A RESOLUTION APPROVING RELEASE AND SETTLEMENT
AGREEMENT IN *JAMES NEWELL v. CITY OF CALUMET CITY*, 2024-6005407 (Circuit
Court of Cook County)

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

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

Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet
City on September, 26 2024

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

RESOLUTION NUMBER 24-40

**A RESOLUTION APPROVING RELEASE AND SETTLEMENT
AGREEMENT IN *JAMES NEWELL v. CITY OF CALUMET CITY*, 2024-6005407
(Circuit Court of Cook County)**

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, the City desires to resolve the lawsuit captioned *James Newell v. City of Calumet City*, which is pending before the Circuit Court of Cook County as Case No. 2024-6005407 ("**Lawsuit**").

WHEREAS, the corporate authorities of the City find that it is in the best interests of the City and its residents to resolve the Lawsuit at this time.

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

Section 1. BACKGROUND.

The City and James Newell ("**Newell**") have been engaged in settlement discussions for to resolve the Lawsuit. The parties desire to resolve the Lawsuit and wish to avoid the expenses and uncertainties associated with future litigation. They have negotiated the terms of a Release and Settlement Agreement wherein the Lawsuit will be resolved for the sum of \$3,200.00.

The Corporate Authorities have reviewed the terms of the Release and Settlement Agreement executed by Newell, and determine it to be in the best interest of the City.

Section 2. APPROVAL; AUTHORIZATION.

A. The Release and Settlement Agreement signed by Newell and reflecting the terms of the parties' agreement is hereby approved.

B. Mayor and City Clerk are hereby authorized and directed to effectuate the terms of the Release and Settlement Agreement.

PASSED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 26th day of September, 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Gardner	X			
Navarrete	X			
Patton	X			
Smith	X			
Tillman	X			
Williams	X			
Wilson	X			
(Mayor Jones)				
TOTAL	7			

APPROVED by the Mayor on September, 26 2024.

Thaddeus Jones
MAYOR

ATTEST:

Dr. Nyota T. Figgs
CITY CLERK

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 24-41

A RESOLUTION APPROVING RELEASE AND SETTLEMENT
AGREEMENT IN *CANDACE I. JANOWIAK v. CITY OF CALUMET CITY*, 440-2019-2195
(Equal Employment Opportunity Commission)

THADDEUS JONES, Mayor
NYOTA T. FIGGS, City Clerk

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

Aldermen

Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet
City on September, 26 2024

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

RESOLUTION NUMBER 24-41

**A RESOLUTION APPROVING RELEASE AND SETTLEMENT
AGREEMENT IN *CANDACE I. JANOWIAK v. CITY OF CALUMET CITY*, 440-2019-
2195 (Equal Employment Opportunity Commission)**

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, the City desires to resolve the Charge of Discrimination captioned *Candace I. Janowiak v. City of Calumet City*, which is pending before the U.S. Equal Employment Opportunity Commission as Charge No. 440-2019-2195("Charge").

WHEREAS, the corporate authorities of the City find that it is in the best interests of the City and its residents to resolve the Charge at this time.

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

Section 1. BACKGROUND.

The City and EEOC have been engaged in settlement discussions for to resolve the Charge. The parties desire to resolve the Charge and wish to avoid the expenses and uncertainties associated with future potential litigation. They have negotiated the terms of a Conciliation Agreement wherein the Charge will be resolved for the sum of \$30,000.00, plus updates to the City's reasonable accommodations policy under the Americans with Disabilities Act, plus training and reporting.

The Corporate Authorities have reviewed the terms of the Conciliation Agreement and determine it to be in the best interest of the City.

Section 2. APPROVAL; AUTHORIZATION.

A. The Conciliation Agreement reflecting the terms of the parties' agreement is hereby approved.

B. Mayor and City Clerk are hereby authorized and directed to effectuate the terms of the Conciliation Agreement.

PASSED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 26th day of September, 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Gardner	X			
Navarrete	X			
Patton	X			
Smith	X			
Tillman	X			
Williams	X			
Wilson	X			
(Mayor Jones)				
TOTAL	7			

APPROVED by the Mayor on September, 26 2024.

Thaddeus Jones
MAYOR

ATTEST:

Dr. Nyota T. Figs
CITY CLERK

Approval to Adopt Resolutions

Alderman Tillman moved, seconded by Alderman Smith to pass Resolutions #1-3 and #5-7.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

FINANCIAL MATTERS

#1: Reimbursement to Kevin Smith (Amended)

Direct the City Treasurer to issue a reimbursement check to Kevin Smith in the amount of \$44,500.00 for payment for stage and cashier's check issued to the City of Calumet City; further direct that reimbursement to issue from account number #01099-52704. (Amended)

Amending of Reimbursement Amount for Kevin Smith

Alderman Gardner moved, seconded by Alderman Patton to amend the reimbursement amount from \$86,000.00 to Kevin Smith for payment for Stage and cashier's check issued to the City of Calumet City to \$44,500.00; further direct that reimbursement to issue from account number #01099-52704.

MOTION CARRIED

#2: Payment to McStephen O. A. Solomon

Approve payment to McStephen O. A. Solomon for invoices 24CC02-03, 23CC09- 02, 24CC02-04, 24CC02-01, 24CC02-02, 24CC01-04, 24CC01-03, 24CC01-01, 24CC01-02, 24CC03-01, 24CC03-04, 24CC03-02, 24CC03-03, 23CC07-01, 23CC07-03, 23CC07-02, 23CC08-03, 23CC08-01, 23CC08-02, 23CC07-04, 23CC11-01, 23CC09-03, 23CC09-04, 23CC08-04, 23CC09-01; authorize the City Treasurer to remit payment in the amount of \$62,500.00 and charge account #01025-52200.

#3: Payment to RampNow

Approve payment to RampNow, for the ramp build at 551 Ingraham, in the amount of \$10,650.00 and direct City Treasurer to remit payment from account #01099-52729.

#4: Payment to Track N Trap

approve payment in the amount of \$8,700.00 to Track N Trap Invoice #1676 for August 16-31st wildlife services; authorize the City Treasurer to remit payment from #01060- 52487.

- #5: Payment to Track N Trap Approve payment in the amount of \$7,925.00 to Track N Trap Invoice #1678 for Sept 1st-15th wildlife services; authorize the City Treasurer to remit payment from #01060-52487.
- #6: Payment to Farnsworth (Inv #254728) Approve payment to Farnsworth (Inv #254728) for Project #0210804 USACE Levee, in the amount of \$6,818.75 and direct City Treasurer Tarka to remit payment from account #03036-53450.
- #7: Payment to Farnsworth (Inv #254724) Approve payment to Farnsworth (Inv #254724) for Project #0241058 Hazard Mitigation Grant Program for Superior Basin, in the amount of \$8,871.25 and direct City Treasurer Tarka to remit payment from account #03036-52600.
- #8: Payment to Farnsworth (Inv #254726) Approve payment to Farnsworth (Inv #254726) for Project #0241222 Inflow and Infiltration Control Program, in the amount of \$7,265.00 and direct City Treasurer Tarka to remit payment from account #01099 52600.
- #9: Payment to Ancel Glink, P.C. Approve payment to Ancel Glink, P.C. in the amount of \$24,809.35 for corporate legal services dated September 11, 2024, and direct the City Treasurer to remit payment from account #01025-52200.
- #10: Payment to Ancel Glink, P.C Approve payment to Ancel Glink, P.C. in the amount of \$24,627.11 for legal services dated September 11, 2024, and direct the City Treasurer to remit payment from account #01025-52200.
- #11: Payment to Peterson, Johnson & Murray Approve payment to Peterson, Johnson & Murray for invoice numbers 143462, 143463, 143464, & 143465 in the amount of \$33,998.93; authorize the City Treasurer to remit payment in the amount of \$33,998.93 and charge account number #01025-52200.
- #12: Payment to Calumet City Plumbing (63644) Approve the buyback for Michael Pagan as shown in the communication.
- #13: Payment to Calumet City Plumbing for Invoice 64293 Approve cost payable to Calumet City Plumbing for Invoice 64293, in the amount of \$8,917.40; authorize the City Treasurer to remit payment from account #03036-52101.
- #14: Payment to Calumet City Plumbing for Invoice 64301 Approve cost payable to Calumet City Plumbing for Invoice 64301, in the amount of \$6,248.60; authorize the City Treasurer to remit payment from account #03036-52101.
- #15: Payment to Calumet City Plumbing for Invoice 64335 Approve cost payable to Calumet City Plumbing for Invoice 64335, in the amount of \$5,003.50; authorize the City Treasurer to remit payment from account #03036-52349.
- #16: Payment to Calumet City Plumbing for Invoice 64336 Approve cost payable to Calumet City Plumbing for Invoice 64336, in the amount of \$6,306.20; authorize the City Treasurer to remit payment from account #03036-52349.

#17: Payment to Calumet City Plumbing for Invoice 64391

Approve cost payable to Calumet City Plumbing for Invoice 64391, in the amount of \$10,585.95; authorize the City Treasurer to remit payment from account #03036-52349.

#18: Payment to Metropolitan Industries Inc.

Approve cost payable to Metropolitan Industries Inc. for Service Quotation SVQ004414, in the amount of \$7,887.00; authorize the City Treasurer to remit payment from account #03036-52103.

#19: Payment to Fire Service

Approve and authorize the City Treasurer to remit payment to Fire Service in the amount of \$10,070.89. This expenditure should be withdrawn from line item #06617-54150. This expenditure is for repairs to T12.

#20: Payment to Handtevy

Approve and authorize the City Treasurer to remit payment to Handtevy in the amount of \$8,839.62. This expenditure should be withdrawn from line item #06607-54283. This expenditure is for the medication management software with unlimited clinical updates with technical support.

#21: Payment to Clean Cut Tree Service

Approve cost payable to Clean Cut Tree Service for Invoice 8706, in the amount of \$22,620.00; authorize the City Treasurer to remit payment from account #03036-52122.

#22: Payment to Artistic Holiday Designs

Approve costs payable to Artistic Holiday Designs, in the amount of \$47,855.77. Please direct the City Treasurer to remit payment from account #01099-52704.

#23: Payment to Hoosier Printing (Inv #7015)

Approve payment to Hoosier Printing (Inv #7015) for the October 2024 Newsletter, in the amount of \$37,784.00 and direct City Treasurer Tarka to remit payment from account #01099-52351.

#24: Payment to American Printing

Approve the City Clerk's Early Voter Mailer; authorize the City Treasurer to remit payment to American Printing in the amount of \$2,452.62 from account #01022-52358 Printing/Flyer/Post City Clerk.

#25: Approve Payroll (\$1,016,505.07)

Approve Payroll (\$1,016,505.07)

#26: Approve Emergency Bill Listing (\$825.49)

Approve Emergency Bill Listing (\$825.49).

#27: Approve Bill Listing (\$685,075.90)

Approve Bill Listing as amended (\$685,075.90) which reflects the removal of 3 P.O.s each in the amount of \$900.00: P.O.# 26839, #26840, and #26841; these are all for services rendered by the vendor during Jazz on the Grass which is a Library event and should be paid for through a Library Account.

Amending of Bill Listing

Alderman Gardner moved, seconded by Alderwoman Wilson to amend Bill Listing to remit 3 P.O.s each in the amount of \$900.00: P.O.# 26839, #26840, and #26841; these are all for services rendered

by the vendor during Jazz on the Grass which is a Library event and should be paid for through a Library Account.

MOTION CARRIED

Approve Financial Items

Alderman Gardner seconded by Alderman Smith motioned for the approval of Financial Matters number 1-27 as amended.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

UNFINISHED BUSINESS

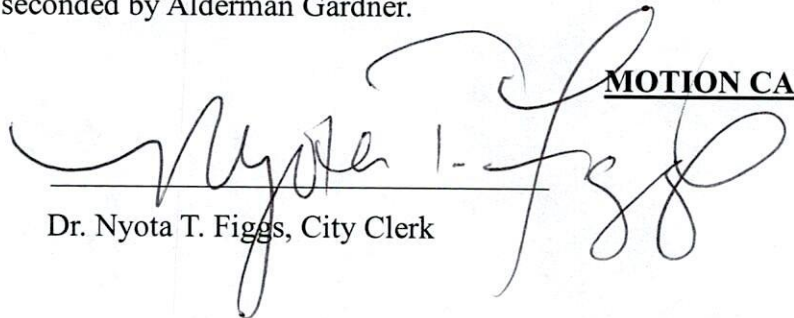
Alderman Wilson

Alderman Wilson thanked Calumet Police Department for keeping that Calumet City Chargers safe during practice.

ADJOURNMENT

Adjournment was at 8:43 p.m., on a motion by Alderman Smith seconded by Alderman Gardner.

MOTION CARRIED



Dr. Nyota T. Figgs, City Clerk