

**SPECIAL MEETING
HELD ON SEPTEMBER 26, 2024
204 PULASKI ROAD, CALUMET CITY,
ILLINOIS**

CALL TO ORDER The Special Meeting of the City Council was called to order at 5:43 p.m. by Mayor Jones.

PRESENT 7 ALDERMEN: Navarrete (5:51p.m), Wilson, Tillman, Williams, Gardner, Patton (5:47p.m.), Smith

ABSENT: 0 ALDERMEN: None

Also present were Mayor Jones, City Clerk Figgs, City Treasurer Tarka, 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, Attorney Sterk.

Public Comment: None

Economic Development Class 8 Report Val Williams of Economic Development reported Calumet City Bakery's owners will be coming before the council to discuss their expansion and to request a Class 8.

Stacey Minor from Sweet Potato Patch from Lansing will be building a new location in Calumet City and she will be coming before the council to request a Class 8.

Reyes Meats And Produce Class 8 Request Scott David from Much Shelist, P.C. is representing Reyes Meats & Produce. Mr. David advised the company is under contract for the facility located at 414 State Street. Reyes Meats & Produce plans to improve the exterior of the property and also plans to add fencing to the property. Currently the company is located at 2300 W Lake St and has 15 employees after the relocation they are looking to hire more employees.

(Res.#24-29) (See attached page 1A)

Economic Development Class 8 Report Economic Development Val Williams reported Global Water is moving to Calumet City and will requesting a Class 8.

RESOLUTION NO. 24-29

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

**A RESOLUTION
APPROVING A CLASS 8 DESIGNATION AND ENTERPRISE ZONE
INCENTIVES FOR 414 STATE STREET & 413-416 PLUMMER**

(A SABINO LLC and REYES MEATS & PRODUCE, LLC)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

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

B. The "**Subject Property**" at 414 State Street and 413-416 Plummer in Calumet City has been vacant for approximately six (6) months.

C. Reyes Meats & Produce LLC (herein after "**Reyes**") has entered into a Purchase and Sale Agreement ("**Contract**") with B & F Holdings, LLC, as seller and anticipates closing on the Subject Property in mid-November 2024. Reyes will assign the Contract to A Sabino LLC, an affiliated entity that has been formed by the owners of Reyes ("**Owner**"). Reyes will be the tenant at the Subject Property.

D. The Subject Property is in need of extensive updates and has been vacant for approximately six (6) months.

E. The Owner desires to redevelop the Subject Property for Reyes for the purpose of meat and produce distribution (the "**Project**").

F. The improvements on the Subject Property will include: (i) paving and striping the parking lot, (ii) updated fencing, (iii) new signage, (iv) updated landscaping (v) installation of window canopies, (vi) updates and renovations to bathroom facilities (vii) new flooring, (viii) painting and (ix) installation of security doors.

G. The Owner anticipates that the Project will cost approximately \$300,000 in capital improvements to the Subject Property.

H. The Project is anticipated to employ a total of thirty (30) full-time employees by creating approximately fifteen (15) new full-time jobs. Providing new jobs to the City will increase the City's tax base.

I. The Owner is seeking a Class 8 Incentive with special circumstances as the Subject Property has been vacant, for less than (12) months. The Subject Property needs both interior and exterior improvements, and without a Class 8 Incentive, it will not be financially feasible for Owner to make such improvements. Given the difficulty of sustaining businesses in the area, and that the Subject Property will remain vacant without the Class 8 Incentive, special circumstances exist for which to deem the Subject Property abandoned for purposes of the Class 8 Incentive.

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

L. The City seeks to encourage the re-occupancy and development of vacant buildings and promote new businesses as part of its economic development strategy, which will create new job opportunities for City residents and sources of revenue for the City.

O. The City is willing to assist the Owner by providing Incentives for the Property as of the Effective Date.

P. The Corporate Authorities, after due and careful consideration, have concluded that a Class 8 Tax Incentive for the Subject Property is necessary and in the best interest of the City in order to promote the re-occupancy, redevelopment and use of the Subject Property, which will in turn promote the public health, safety, and welfare and serve the best interests of the City and its residents.

Section 2. CLASS 8 TAX INCENTIVE APPROVAL.

A. The Mayor and City Council find that:

1. Special circumstances exist for which it is necessary and appropriate to deem the Subject Property abandoned for purposes of the Class 8 tax incentive; and
2. the Subject Property is deemed abandoned for purposes of the Class 8 tax incentive;
3. the Subject Property is appropriate for a Class 8 Tax Incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and
4. the Class 8 Tax Incentive for the Subject Property is necessary to encourage re-occupancy, redevelopment and occupancy of the Subject Property by the Developer, and that occupancy and use of the Subject Property is beneficial to the City's economy; and
3. the Mayor and the City Council approve, support and consent to the Class 8 Tax Incentive for the Subject Property.

Section 3. RECORDATION.

The City Clerk is hereby directed to record a certified copy of this Resolution in the Office of the Cook County Recorder against the Subject Property. Owner will bear the full cost for such recordation.

Section 4. EFFECTIVE DATE.

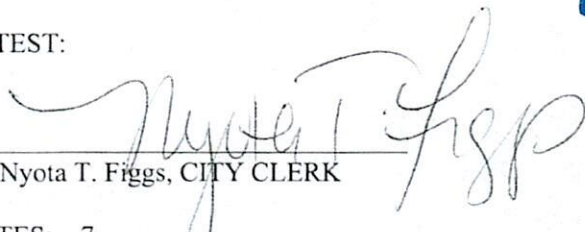
This Resolution will be effective upon occurrence of the following events:

- a. Passage by the City Council in the manner required by law; and
- b. Owner purchasing the Subject Property.

PASSED AND APPROVED THIS 26th DAY OF September 2024.


Thaddeus Jones, MAYOR

ATTEST:


Dr. Nyota T. Figgs, CITY CLERK

VOTES: 7

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

NAYS: None

ABSENT: None

ABSTAIN: None

Technotrix
Class 8 Request

Adam Dotson presented with business and building owner of Technotrix, Kevin Keifer. Mr. Keifer reported that his business has been in Calumet City since 2016. Mr. Keifer employs 20 full-time employees and 70 part-time employees. Technotrix builds stages for big festivals in Chicago and Indiana. The Calumet City location 1407 Huntington Drive has been great for business.

(Res.#24-30)

(See attached page 2A)

Knudson
Construction
Class 8 Request

Pete Vanderwall owner of Knudson Construction located at 1440 Huntington commented regarding the Company's need for the Class 8 renewal. Mr. Vanderwall reported his company has been in Calumet City since 2003 and currently has 20 to 25 employees.

(Res.#24-31)

(See attached page 2B)

Wonderland
Tire Class 8
Request

Earl Kampes; part owner of Wonderland Tires at 1550 Huntington Avenue has been in Calumet City since 2014. Wonderland Tires relocated from South Holland and is very pleased with the location. Wonderland Tires company currently employs 10 people and are actively looking to hire 5 more. Wonderland Tires is requesting a Class 8 from the council.

(Res.#24-32)

(See attached page 2C)

WOW Furniture
Warehouse
Class 8 Request

Moe Ijbara owner of WOW Furniture at 159 Paxton Avenue since 2017 is requesting a Class 8 renewal for his warehouse that houses furniture at the 1584 Huntington Drive location.

(Res.#24-33)

(See attached page 2D)

Dunkin
Donuts Class 8
Request

Alan Mithani owner of Dunkin Donuts located at 664 River Oaks Drive. Mr. Mithani reported that he will be remodeling the location for the next couple of years. This Dunkin Donuts currently employs about 14 employees. Dunkin Donuts has benefited from the Class 8 and is currently seeking a renewal.

(Res.#24-34)

(See attached page 2E)

Jose Flores Lopez
Cal City Taco
Class 8 Request

Jose Flores Lopez is opening a new business named Cal City Taco located at 1625 Sibley in a building that has been empty for the past 13 years. Mr. Lopez stated that the property taxes are close to 60 thousand dollars a year and that's why he is requesting a Class 8.

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

**RESOLUTION
NO. 24-30**

**A RESOLUTION
APPROVING A RENEWAL OF A CLASS 8 DESIGNATION AND
ENTERPRISE ZONE INCENTIVES FOR 1407 HUNTINGTON DRIVE**

(KIEFER ENTERPRISES, LLC)

Passed by the City Council, September 26, 2024

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

Res.#24-30

Special Meeting September 26,2024

RESOLUTION NO. 24-30

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

**A RESOLUTION
APPROVING A RENEWAL OF A CLASS 8 DESIGNATION AND
ENTERPRISE ZONE INCENTIVES FOR 1407 HUNTINGTON DRIVE**

(KIEFER ENTERPRISES, LLC)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

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

B. KIEFER ENTERPRISES, LLC, (herein after "**Owner**") is the owner at 1407 Huntington Drive (*herein after "Subject Property."*). Owner is the holding company for Technotrix (*herein after "Tenant"*), which occupies the building.

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

D. Tenant, currently employs ninety (90) employees, twenty (20) full-time and seventy (70) part-time. Renewing the Class 8 Exemption will allow the Tenant to continue to employ its ninety (90) employees and stay in business.

E. Owner is requesting to renew/maintain its Incentives and has indicated that without the Class 8 Exemption, no business (including Tenant's business) will be able sustain operating in the Subject Property.

F. The City seeks to support existing businesses as part of its economic development strategy, which will maintain employment for City residents and maintain existing sources of revenue for the City. As a result, the City is willing to assist the Owner in maintaining its Incentives for the Property.

O. The Corporate Authorities, after due and careful consideration, have concluded that a renewal of the Class 8 Tax Incentive for the Subject Property is necessary and in the best interest of the City in order to maintain the use of the Subject Property, which will in turn promote the public health, safety, and welfare and serve the best interests of the City and its residents.

Section 2. CLASS 8 TAX INCENTIVE APPROVAL.

A. The Mayor and City Council find that:

1. the Subject Property is appropriate for a Class 8 Tax Incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

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Special Meeting September 26,2024

2. the Class 8 Tax Incentive for the Subject Property is necessary to maintain businesses and occupancy of the Subject Property by the Tenant, and that occupancy and use of the Subject Property is beneficial to the City's economy; and
3. the Mayor and the City Council approve, support and consent to the renewal of the Class 8 Tax Incentive for the Subject Property.

Section 3. RECORDATION.

The City Clerk is hereby directed to record a certified copy of this Resolution in the Office of the Cook County Recorder against the Subject Property. Owner will bear the full cost for such recordation.

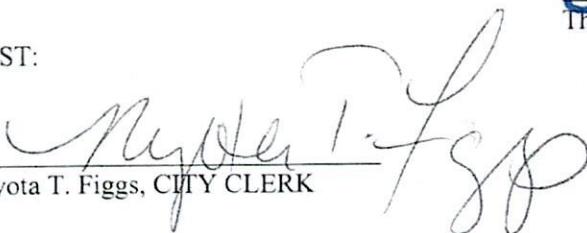
Section 4. EFFECTIVE DATE.

This Resolution will be effective upon passage and approval of the Calumet City Council.

PASSED AND APPROVED THIS 26th DAY OF September 2024.


Thaddeus Jones, MAYOR

ATTEST:


Dr. Nyota T. Figs, CITY CLERK

VOTES: 7
AYES: Navarrete, Wilson, Tillman, Williams, Gardner, Patton, Smith
NAYS: None
ABSENT: None
ABSTAIN: None

Res.#24-30

Special Meeting September 26,2024

EXHIBIT A
Subject Property Legal Description

Commonly known address: 1407 Huntington Drive, Calumet City

THAT PART OF LOT 12 IN RIVER OAKS WEST BUSINESS PARK, A SUBDIVISION OF PART OF THE EAST HALF, OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST/ OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 26, 1976 AS DOCUMENT NUMBER 123612570, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 AFORESAID; THENCE NORTH 37 DEGREES 49 MINUTES 15 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 12, A DISTANCE OF 388.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 08 MINUTES 04 SECONDS WEST, 21.46 FEET TO THE JOINT BETWEEN TWO ATTACHED BRICK BUILDINGS; THENCE CONTINUING SOUTH 52 DEGREES 08 MINUTES 04 SECONDS WEST, 90.05 FEET TO THE JOINT ON THE SOUTHWESTERLY FACE OF THE AFORESAID BRICK BUILDINGS; THENCE SOUTH 00 DEGREES 01 MINUTES 25 SECONDS WEST, 228.29 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, 54.64 FEET TO THE ARC OF A CURVE HAVING A RADIUS OF 60.00 FEET THENCE NORTHWEST ALONG SAID CURVE, CONCAVE TO THE SOUTHWEST, 84.54 FEET, THE CHORD BEARING NORTH 49 DEGREES 37 MINUTES 06 SECONDS WEST, 77.72 FEET, TO THE WEST LINE OF SAID LOT 12; THENCE NORTH 00 DEGREES 01 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE OF LOT 12, 506.33 FEET TO THE NORTHERLY CORNER OF LOT 12, BEING ON THE SOUTHWESTERLY LINE OF PENN CENTRAL RAILROAD RIGHT-OF-WAY; THENCE SOUTH 37 DEGREES 49 MINUTES 15 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID RAILROAD, ALSO BEING THE NORTHEASTERLY LINE OF SAID LOT 12, 329.03 FEET TO THE POINT OF BEGINNING.

PIN: 29-24-400-110-0000

Res.#24-30

Special Meeting September 26, 2024

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

**RESOLUTION
NO. 24-31**

**A RESOLUTION
APPROVING A RENEWAL OF A CLASS 8 DESIGNATION AND
ENTERPRISE ZONE INCENTIVES FOR 1440 HUNTINGTON DRIVE**

(1440 Huntington Building Corporation)

Passed by the City Council, September 26, 2024

CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION NO. 24-31

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

**A RESOLUTION
APPROVING A RENEWAL OF A CLASS 8 DESIGNATION AND
ENTERPRISE ZONE INCENTIVES FOR 1400 HUNTINGTON DRIVE**

(1440 Huntington Building Corporation)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

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

B. 1440 HUNTINGTON BUILDING CORPORATION, (herein after "**Owner**") is the owner of 1440 Huntington Drive (*herein after "Subject Property."*). Owner is the holding company for Knudsen Construction, Inc., (herein after "**Tenant**") which occupies the building.

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

D. Tenant, currently employs ten (10) full-time employees on-site and twenty-five (25) full-time employees in Cook County. Renewing the Class 8 Exemption will allow the Tenant to continue to employ its thirty-five (35) employees and stay in business.

E. Owner is requesting to renew/maintain its Incentives for the Subject Property and has indicated that without the Class 8 Exemption, the property taxes will be an unsustainable tax burden.

F. The City seeks to support existing businesses as part of its economic development strategy, which will maintain employment for City residents and maintain existing sources of revenue for the City. As a result, the City is willing to assist the Owner in maintaining its Incentives for the Property.

O. The Corporate Authorities, after due and careful consideration, have concluded that a renewal of the Class 8 Tax Incentive for the Subject Property is necessary and in the best interest of the City in order to maintain the use of the Subject Property, which will in turn promote the public health, safety, and welfare and serve the best interests of the City and its residents.

Section 2. CLASS 8 TAX INCENTIVE APPROVAL.

A. The Mayor and City Council find that:

1. the Subject Property is appropriate for Class 8 Tax Incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

3. the Class 8 Tax Incentive for the Subject Property is necessary to maintain the business and occupancy of the Subject Property by the Tenant, and that occupancy and use of the Subject Property is beneficial to the City's economy; and
4. the Mayor and the City Council approve, support and consent to the renewal of the Class 8 Tax Incentive for the Subject Property.

Section 3. RECORDATION.

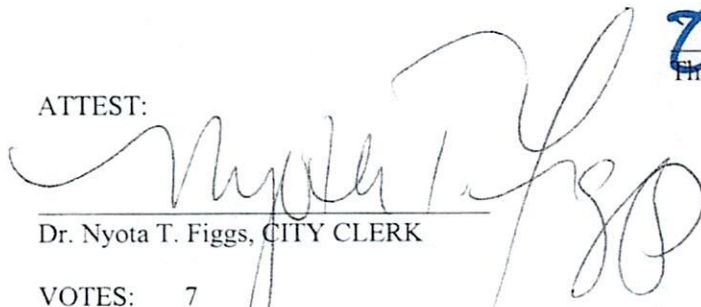
The City Clerk is hereby directed to record a certified copy of this Resolution in the Office of the Cook County Recorder against the Subject Property. Owner will bear the full cost for such recordation.

Section 4. EFFECTIVE DATE.

This Resolution will be effective upon passage and approval of the Calumet City Council.

PASSED AND APPROVED THIS 26th DAY OF September 2024.

ATTEST:



Handwritten signature of Nyota T. Figgs in black ink, written over a horizontal line.

Dr. Nyota T. Figgs, CITY CLERK



Handwritten signature of Thaddeus Jones in blue ink, written over a horizontal line.

Thaddeus Jones, MAYOR

VOTES: 7
AYES: Navarrete, Wilson, Tillman, Williams, Gardner, Patton, Smith
NAYS: None
ABSENT: None
ABSTAIN: None

EXHIBIT A
Subject Property Legal Description

Commonly known address: 1440 Huntington Drive, Calumet City

LOT 15 IN RIVER OAKS WEST BUSINESS PARK BEING A SUBDIVISION OF THE EAST
½ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY

PIN: 29-24-400-034-0000

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

**RESOLUTION
NO. 24-32**

**A RESOLUTION
APPROVING A RENEWAL OF A CLASS 8 DESIGNATION AND
ENTERPRISE ZONE INCENTIVES FOR 1550 HUNTINGTON AVENUE**

(KAL PROPERTIES, LLC)

Passed by the City Council, September 26, 2024

CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION NO.24-32

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

**A RESOLUTION
APPROVING A RENEWAL OF A CLASS 8 DESIGNATION AND
ENTERPRISE ZONE INCENTIVES FOR 1550 HUNTINGTON AVENUE**

(KAL PROPERTIES, LLC)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

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

B. KAL PROPERTIES, LLC, (herein after "**Owner**") is the owner of 1550 Huntington Avenue (*herein after "Subject Property."*). Owner is the holding company for Wonderland Tire Company, (herein after "**Tenant**"), which occupies the building.

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

D. Tenant, currently employs fifteen (15) full-time employees on-site and fifteen (15) full-time employees in Cook County. Renewing the Class 8 Exemption will allow the Tenant to continue to employ its thirty (30) employees and stay in business.

E. Owner is requesting to renew/maintain its Incentives for the Subject Property. Owner has indicated that without the Class 8 Exemption, it will not be able sustain its business at the Subject Property.

F. The City seeks to support existing businesses as part of its economic development strategy, which will maintain employment for City residents and maintain existing sources of revenue for the City. As a result, the City is willing to assist the Owner in maintaining its Incentives for the Property.

G. The Corporate Authorities, after due and careful consideration, have concluded that a renewal of the Class 8 Tax Incentive for the Subject Property is necessary and in the best interest of the City in order to maintain the use of the Subject Property, which will in turn promote the public health, safety, and welfare and serve the best interests of the City and its residents.

Section 2. CLASS 8 TAX INCENTIVE APPROVAL.

A. The Mayor and City Council find that:

1. the Subject Property is appropriate for a Class 8 Tax Incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and
4. the Class 8 Tax Incentive for the Subject Property is necessary to maintain businesses and occupancy of the Subject Property by the Tenant, and that occupancy and use of the Subject Property is beneficial to the City's economy; and
5. the Mayor and the City Council approve, support and consent to the renewal of the Class 8 Tax Incentive for the Subject Property.

Section 3. RECORDATION.

The City Clerk is hereby directed to record a certified copy of this Resolution in the Office of the Cook County Recorder against the Subject Property. Owner will bear the full cost for such recordation.

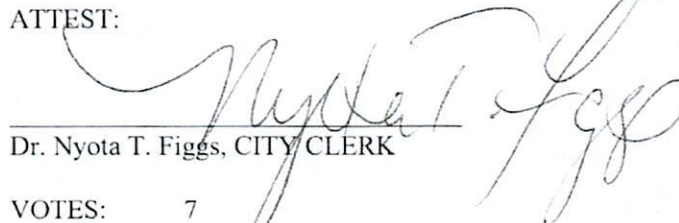
Section 4. EFFECTIVE DATE.

This Resolution will be effective upon passage and approval of the Calumet City Council.

PASSED AND APPROVED THIS 26th DAY OF September 2024.


Thaddeus Jones, MAYOR

ATTEST:


Dr. Nyota T. Figgs, CITY CLERK

VOTES: 7
AYES: Navarrete, Wilson, Tillman, Williams, Gardner, Patton, Smith
NAYS: None
ABSENT: None
ABSTAIN: None

EXHIBIT A
Subject Property Legal Description

Commonly known address: 1550 Huntington Drive, Calumet City

THE SOUTH 55 FEET OF LOT 19, LOT 20 AND LOT 21 (EXCEPTING THEREFROM THE SOUTH 175 FEET) IN RIVER OAKS WEST BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 26, 1976 AS DOCUMENT NO. 23612570 AND FILED JULY 27, 1977 AS DOCUMENT LR 2954896, IN COOK COUNTY, ILLINOIS.

PIN: 29-24-400-039
29-24-400-049
29-24-400-054
29-24-400-083

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

**RESOLUTION
NO. 24-33**

**A RESOLUTION
APPROVING A RENEWAL OF A CLASS 8 DESIGNATION AND
ENTERPRISE ZONE INCENTIVES FOR 1584 HUNTINGTON DRIVE**

(BUSINESS PARK, LLC)

Passed by the City Council, September 26, 2024

CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION NO. 24-33

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

**A RESOLUTION
APPROVING A RENEWAL OF A CLASS 8 DESIGNATION AND
ENTERPRISE ZONE INCENTIVES FOR 1584 HUNTINGTON DRIVE**

(BUSINESS PARK, LLC)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

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

B. BUSINESS PARK, LLC, (herein after "*Owner*") is the owner of 1584 Huntington Drive (*herein after "Subject Property."*). Owner is the holding company for WOW Furniture, (*herein after "Tenant"*), which occupies the building.

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

D. Tenant, currently employs three (3) full-time employees on-site and three (3) full-time employees in Cook County. Renewing the Class 8 Exemption will allow the Tenant to continue to employ its six (6) employees and stay in business.

E. Owner is requesting to renew/maintain its Incentives for the Subject Property and has indicated that without the Class 8 Exemption, the property taxes will be a tax burden and the Tenant may not be able to sustain its business in Calumet City.

F. The City seeks to support existing businesses as part of its economic development strategy, which will maintain employment for City residents and maintain existing sources of revenue for the City. As a result, the City is willing to assist the Owner in maintaining its Incentives for the Property.

G. The Corporate Authorities, after due and careful consideration, have concluded that a renewal of the Class 8 Tax Incentive for the Subject Property is necessary and in the best interest of the City in order to maintain the use of the Subject Property, which will in turn promote the public health, safety, and welfare and serve the best interests of the City and its residents.

Section 2. CLASS 8 TAX INCENTIVE APPROVAL.

A. The Mayor and City Council find that:

1. The Subject Property is appropriate for a Class 8 Tax Incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and
4. the Class 8 Tax Incentive for the Subject Property is necessary to maintain businesses and occupancy of the Subject Property by the Tenant, and that occupancy and use of the Subject Property is beneficial to the City's economy; and
5. the Mayor and the City Council approve, support and consent to the renewal of the Class 8 Tax Incentive for the Subject Property.

Section 3. RECORDATION.

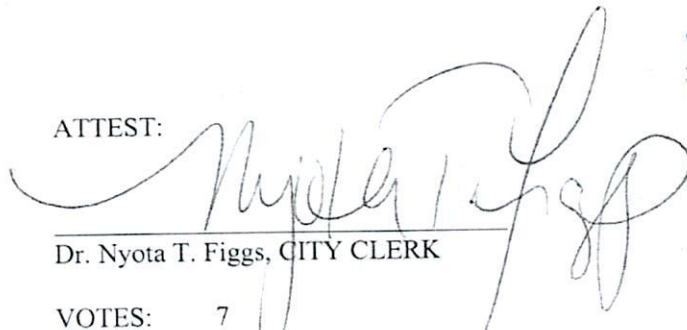
The City Clerk is hereby directed to record a certified copy of this Resolution in the Office of the Cook County Recorder against the Subject Property. Owner will bear the full cost for such recordation.

Section 4. EFFECTIVE DATE.

This Resolution will be effective upon passage and approval of the Calumet City Council.

PASSED AND APPROVED THIS 26th DAY OF September 2024.

ATTEST:



Dr. Nyota T. Figgs, CITY CLERK


Thaddeus Jones, MAYOR

VOTES: 7
AYES: Navarrete, Wilson, Tillman, Williams, Gardner, Patton, Smith
NAYS: None
ABSENT: None
ABSTAIN: None

EXHIBIT A
Subject Property Legal Description

Commonly known address: 1584 Huntington Drive, Calumet City

PARCEL A

THE EAST 120.89 FEET OF THE WEST 136.39 FEET OF LOT 22 AND THE EAST 89.50 FEET OF THE WEST 105.00 FEET OF THE NORTH 25.00 FEET OF LOT 23 IN RIVER OAKS WEST BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 26, 1976 AS DOCUMENT NUMBER 23612570, IN COOK COUNTY, ILLINOIS

PARCEL B

THE EAST 61.00 FEET OF THE WEST 197.39 FEET OF THE SOUTH 102.88 FEET OF LOT 22 IN RIVER OAKS WEST BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 26, 1976 AS DOCUMENT NUMBER 23612570, IN COOK COUNTY, ILLINOIS.

PARCEL C

THE EAST 31.60 FEET OF THE WEST 228.99 FEET OF THE SOUTH 102.88 FEET OF LOT 22 IN RIVER OAKS WEST BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1976 DOCUMENT NUMBER 23612570, IN COOK COUNTY, ILLINOIS.

PARCEL D

THE EAST 92.60 FEET OF THE WEST 229.99 FEET OF LOT 22 (EXCEPT THE SOUTH 102.88 FEET THEREOF) IN RIVER OAKS WEST BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 26, 1976 AS DOCUMENT NUMBER 23612570, IN COOK COUNTY, ILLINOIS.

PARCEL E

THE EAST 61.74 FEET OF THE WEST 290.73 FEET OF LOT 22 IN RIVER OAKS WEST BUSINESS PARK BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 26, 1976 AS DOCUMENT NUMBER 23612570, IN COOK COUNTY, ILLINOIS.

PARCEL F

THE SOUTH 40 FEET OF LOT 21 IN RIVER OAKS WEST BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 26, 1976 AS DOCUMENT NUMBER 23612570, IN COOK COUNTY ILLINOIS.

PIN: 29-24-400-048-0000
29-24-400-112-0000
29-24-400-115-0000
29-24-400-116-0000
29-24-400-117-0000
29-24-400-118-0000

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

**RESOLUTION
NO. 24-34**

**A RESOLUTION
APPROVING A RENEWAL OF A CLASS 8 DESIGNATION AND
ENTERPRISE ZONE INCENTIVES FOR 664 RIVER OAKS DRIVE**

(ALAN MITHAND)

Passed by the City Council, September 26, 2024

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

RESOLUTION NO.24-34

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

**A RESOLUTION
APPROVING A RENEWAL OF A CLASS 8 DESIGNATION AND
ENTERPRISE ZONE INCENTIVES FOR 664 RIVER OAKS DRIVE**

(ALAN MITHANI)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

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

B. Alan Mithani, (herein after "**Owner**") is the owner of 664 River Oaks Drive (*herein after "Subject Property."*). Owner also owns and operates the Dunkin Donuts/Basin-Robbins, (herein after "**Tenant**"), which occupies the building.

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

D. Tenant, currently employs three (3) full-time employees and five (5) part-time employees on-site and three (3) full-time and five (5) part-time employees in Cook County. Renewing the Class 8 Exemption will allow the Tenant to continue to employ its sixteen (16) employees and stay in business.

E. Owner is requesting to renew/maintain the Incentives for the Subject Property. Owner has indicated that without the Class 8 Exemption, his business may not be able to sustain operating at the Subject Property.

F. The City seeks to support existing businesses as part of its economic development strategy, which will maintain employment for City residents and maintain existing sources of revenue for the City. As a result, the City is willing to assist the Owner in maintaining its Incentives for the Property.

G. The Corporate Authorities, after due and careful consideration, have concluded that a renewal of the Class 8 Tax Incentive for the Subject Property is necessary and in the best interest of the City in order to maintain the use of the Subject Property, which will in turn promote the public health, safety, and welfare and serve the best interests of the City and its residents.

Section 2. CLASS 8 TAX INCENTIVE APPROVAL.

A. The Mayor and City Council find that:

1. the Subject Property is appropriate for a Class 8 Tax Incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and
2. the Class 8 Tax Incentive for the Subject Property is necessary to maintain businesses and occupancy of the Subject Property by the Tenant, and that occupancy and use of the Subject Property is beneficial to the City's economy; and
3. the Mayor and the City Council approve, support and consent to the renewal of the Class 8 Tax Incentive for the Subject Property.

Section 3. RECORDATION.

The City Clerk is hereby directed to record a certified copy of this Resolution in the Office of the Cook County Recorder against the Subject Property. Owner will bear the full cost for such recordation.

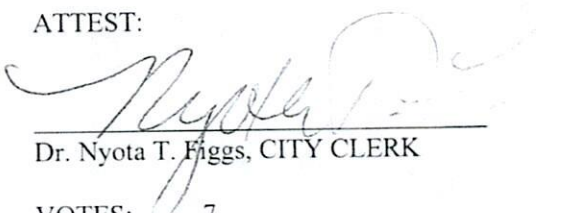
Section 4. EFFECTIVE DATE.

This Resolution will be effective upon passage and approval of the Calumet City Council.

PASSED AND APPROVED THIS 26th DAY OF September 2024.


Thaddeus Jones, MAYOR

ATTEST:


Dr. Nyota T. Figgs, CITY CLERK

VOTES: 7
AYES: Navarrete, Wilson, Tillman, Williams, Gardner, Patton, Smith
NAYS: None
ABSENT: None
ABSTAIN: None

EXHIBIT A
Subject Property Legal Description

Commonly known address: 664 River Oaks Drive, Calumet City

LOTS 17, 18, 19, 20, 21 IN BLOCK 2, IN PALISADES ADDITION, A SUBDIVISION OF THE EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 30-19-203-012
30-19-203-013
30-19-203-014
30-19-203-015
30-19-203-016

(Res.#24-35)

(See attached page 2F)

Approval of Class
8 Resolution Request

Alderman Tillman moved, seconded by Alderwoman Wilson to approve all request for Class 8 renewals and requests for the following addresses 414 State Street & 413-416 Plummer, 1407 Huntington Drive, 1550 Huntington Drive, 1584 Huntington Drive, 664 River Oaks Drive, and 1625 Sibley.

ROLL CALL

YEAS: 7

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

NAYS: 0

ALDERMEN: None

ABSENT: 0

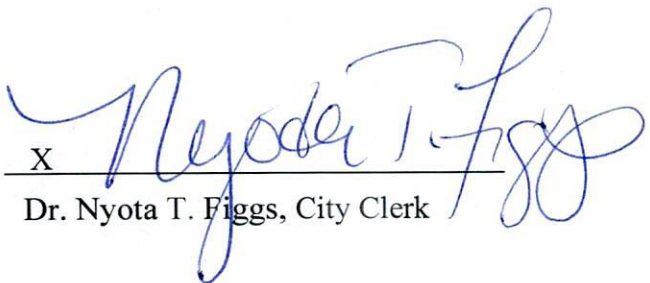
ALDERMEN: None

MOTION CARRIED

Adjournment

Alderman Smith moved to adjourn, seconded by Alderman Gardner at 6:19 p.m.

MOTION CARRIED

X 

Dr. Nyota T. Figgs, City Clerk

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

**RESOLUTION
NO. 24-35**

**A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT
AND CLASS 8 DESIGNATION FOR 1625 SIBLEY BLVD
(JFL FOODS, LLC)**

Passed by the City Council, September 26, 2024

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

RESOLUTION NO. 24-35

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

A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT AND CLASS 8 DESIGNATION FOR 1625 SIBLEY BLVD

(JFL FOODS, LLC)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

- A. The City of Calumet City (the “City”) is a home rule unit of local government by virtue of the provisions of the Illinois Constitution of 1970.
- B. The City is the owner of the real property located at 1625 Sibley Blvd., legally described in **Exhibit A** (the “Property”).
- C. JFL Foods, LLC (the “Developer”) desires to purchase the Property from the City.
- D. Developer is, as of the Effective Date, the City’s designated developer for the Property.
- E. The Developer desires to redevelop the Property as a fresh and quick Mexican restaurant (the “Project”).
- F. The improvements on the Property will involve an entire update and renovation to the property including: (i) updating the HVAC system; and (ii) renovating the interior to restore the dining area; (iii) new/updated signage, (iv) construction of a drive through; and (v) renovating and restoring the front patio.
- G. The Developer anticipates that the Project will cost approximately \$20,000 in capital improvements to the Property and intends to invest an additional \$30,000 in improvements within the first three years of business.
- H. The Project is anticipated to employ five to eight (5-8) full-time employees and an additional eight (8) seasonal or part-time positions.
- I. The Developer requires economic development assistance to undertake the Project because the costs of the constructing the Project exceeds the Developer’s ability to realize a reasonable return on its investment and be a viable and competitive business in the City.
- J. The City and the Developer desire that the Property be developed and used only in compliance with this Agreement.
- K. The Property is currently located in the Calumet Region Enterprise Zone and is currently designated as an area by the City to be eligible for and approved by the Cook County Assessor for the Cook County Class 8 property tax incentives to promote redevelopment projects (“Incentives”). The Developer desires to obtain Incentives for the Property.

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

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

N. The City is willing to assist the Developer by obtaining Incentives for the Property as of the Effective Date, provided it receives the assurances from the Developer as set forth in this Agreement.

O. The Developer has submitted an economic disclosure statement to the City.

P. The City desires to promote new investment, as part of its economic development strategy, that creates new job opportunities for City residents and sources of revenue for the City. The City and Developer have negotiated the terms of a Redevelopment Agreement that will guide the redevelopment of the Property, as well as the terms of the Class 8 Tax Incentive.

Q. The Corporate Authorities, after due and careful consideration, have concluded that the sale, the redevelopment, and new intended use of the Property pursuant to and in accordance with the Redevelopment Agreement and the designation of the Class 8 Tax Incentive for the Redevelopment Property will promote the public health, safety, and welfare and serve the best interests of the City and its residents.

Section 2. CLASS 8 TAX INCENTIVE APPROVAL.

A. The Mayor and City Council find that:

1. the Redevelopment Property is appropriate for a Class 8 Tax Incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended;
2. the Class 8 Tax Incentive for the Redevelopment Property is necessary to encourage redevelopment and occupancy of the Redevelopment Property by the Developer, and that occupancy and use of the Redevelopment Property for the commercial purposes proposed in the Redevelopment Agreement is necessary and beneficial to the City's economy; and
3. the Mayor and the City Council approve, support and consent to the Class 8 Tax Incentive for the Redevelopment Property.

B. Conditional Support and Consent. The Mayor's and City Council's support and consent provided in Subsection 2.A of this Resolution is expressly conditioned on Developer executing the Redevelopment Agreement with the City. The obligations, terms, and conditions of the Redevelopment Agreement are material inducements made by Developer to obtain the Mayor's and City Council's support provided in Subsection 2.A of this Resolution and those obligations, terms, and conditions are incorporated into this Resolution by this reference.

Section 3. APPROVAL OF REDEVELOPMENT AGREEMENT AND AUTHORIZATION.

A. The Redevelopment Agreement by and between, the City and Developer, shall be and is hereby approved in substantially the form attached in **Exhibit B**.

B. The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Redevelopment Agreement only after receipt of at least three fully executed copies of the Redevelopment Agreement by Developer; provided, however, that if the three fully executed copies of the Redevelopment Agreement are not submitted to the City within 90 days after the adoption of this Resolution, this authority to execute and seal shall, at the option of the City Council, be null and void.

Section 4. RECORDATION.

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

Section 5. EFFECTIVE DATE.

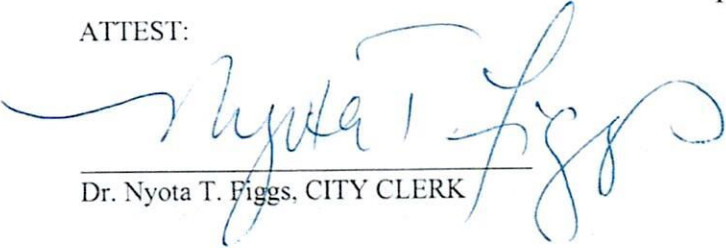
This Resolution will be effective upon occurrence of the following events:

- a. Passage by the City Council in the manner required by law;
- b. Developer executing the Redevelopment Agreement in accordance with the requirements of Subsections 3 and 4 of this Resolution; and

PASSED AND APPROVED THIS 26th DAY OF SEPTEMBER, 2024.


Thaddeus Jones, MAYOR

ATTEST:


Dr. Nyota T. Figgs, CITY CLERK

VOTES: 7
AYES: Navarrete, Wilson, Tillman, Williams, Gardner, Patton, Smith
NAYS: NONE
ABSENT: NONE
ABSTAIN: NONE

EXHIBIT A

Redevelopment Property Legal Description

Commonly known address: 1625 Sibley Blvd, Calumet City, IL 60409

LOTS 9 AND 10 IN BLOCK 1 IN G. FRANK CROISSANT'S SHAWDOW LAWN, BEING THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE EAST ½ OF THE SOUTHWEST ¼ LYING NORTH OF THE CENTER LINE OF MICHIGAN CITY ROAD IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PINS: 29-12-403-001-0000; 29-12-403-002-0000

Exhibit B

Form of Redevelopment Agreement
(Not for Execution)

**THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

Dominick L. Lanzito
Peterson, Johnson & Murray, LLC
1301 W. 22nd Street – Ste. 500
Oak Brook, Illinois 60523

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**”) dated as of _____, 2024 (the “**Effective Date**”) is made by and between the **City of Calumet City**, an Illinois Municipal Corporation and Home Rule unit of local government (the “**City**”), and **JFL FOODS LLC**, an Illinois limited liability company (the “**Developer**”). The City and Developer shall also be known as the “**Parties**”.

RECITALS

WHEREAS, the City is the owner of real property located at 1625 Sibley Blvd., Calumet City, and legally described in Exhibit 1 attached hereto (the “**Property**”).

WHEREAS, the Developer is seeks to purchase the Property from the City pursuant to a Purchase and Sale Agreement (a copy of the Agreement in substantial form is attached as Exhibit 2); and

WHEREAS, Developer desires to develop the Property under the terms of this Agreement, and the City desires these Property be developed pursuant to this Agreement; and

WHEREAS, as a home rule unit of local government the City 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, the Property is currently located in the Calumet Region Enterprise Zone and is currently designated as an area by the City to be eligible for and approved by the Cook County Assessor for the Cook County Class 8 property tax incentives to promote redevelopment projects (“**Incentives**”). The Developer desires to obtain Incentives for the Property.

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

WHEREAS, the Mayor and City Council (the "**Corporate Authorities**") have determined that the development of the subject Property within the City would provide a direct benefit to the City and its residents; and

WHEREAS, the Corporate Authorities have determined that it is in the best interest of the City and its residents for the City to enter into this Agreement for the future development of the Property; and

WHEREAS, the City is authorized to enter into this Agreement and take all actions contemplated by it pursuant to the authority provided to the City.

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

Section 1: The Property is commonly known as 1625 Sibley Blvd, in the City of Calumet City, in Cook County, Illinois, and as legally described on Exhibit 1 (the "Property") together with the Developer's interest in the rights, easements and appurtenances pertaining to the Property including Developer'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 Property.

Section 2: Developer agrees to develop the Property pursuant to the following conditions and requirements:

a) Developer will comply with all City Codes, including but not limited to building and business Codes, of the City of Calumet City. Developer will likewise comply with any and all State and Federal laws that pertain to the development of the Property.

b) Developer will apply for building and other necessary permits within one hundred twenty (120) days from the execution of this Agreement.

c) Developer will develop the property as a taco restaurant which will be open and operational within six (6) months from the date of the execution of this Agreement.

d) The City will pass a Resolution endorsing a Class 8 tax incentive (TEERM) in support of the development of the Property, and to take such other steps legally available to the City to develop the Property.

Section 3: 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 herein. The parties acknowledge the accuracy and validity of such statements, representations, covenants and recitations.

Section 4: Any notice required under this Agreement shall be in writing and shall be delivered by overnight courier (such as United Parcel Service or Federal Express) or sent by United States 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 courier delivery, or three (3) business days after deposit in the United States mail. The parties' respective addresses for notice purposes are as follows:

City of Calumet City
Community & Economic Development
204 Pulaski Road
Calumet City, IL 60409
(708) 891-8100 x 8985

With a copy to: Dominick Lanzito
Peterson, Johnson & Murray, LLC
1301 W. 22nd Street – Ste. 500
Oak Brook, Illinois 60523
dlanzito@pjmlaw.com

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

Jesus Flores Lopez
33 East 21 Street
Chicago Heights, IL 60411
(708) 916-5844
Jesus.flores3982@gmail.com

With a copy to: Julissa Ruiz
Law Office of Julissa Ruiz
2847 Chicago Rd.
South Chicago Heights, IL 60411
(708) 647-1260
Julissa@julissaruizlaw.com

Section 5: The representations, warranties and understandings herein set forth shall survive Closing and be binding upon the Parties in all material respects until the third anniversary of the Closing Date.

Section 6: This Agreement is governed by the laws of the State of Illinois.

Section 7: 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.

Section 8: 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.

Section 9: This writing contains the entire agreement of the parties and may not be amended except in writing, signed by the Parties. 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.

Section 10: This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

Section 11: The following exhibits or schedules attached hereto shall be deemed to be an integral part of this Agreement:

<u>Exhibit 1</u>	The Legal Description
<u>Exhibit 2</u>	Purchase and Sale Agreement

Section 12: 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.

Section 13: Failure of the Developer to meet the terms of this agreement will result in Termination. Alternatively, either party may terminate this Agreement upon thirty (30) days' written Notice to the other party. If either the Developer or the City terminates this Agreement pursuant to this right of termination, such termination will operate to withdraw the City's Class 8 endorsement.

Section 14: Time is of the essence with respect to this Agreement.

Section 15: The Developer agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, the Plan Commission, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the City's review and approval of any plans for the Property or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Property or the Improvements.

Section 16: The Developer shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims referenced in Section 15 of this Agreement.

Section 17: 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.

Section 18: Developer and the City 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.

Section 19: The City shall promptly cause this Agreement to be recorded in the office of the Recorder of Cook County following transfer of the Property to the Developer.

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

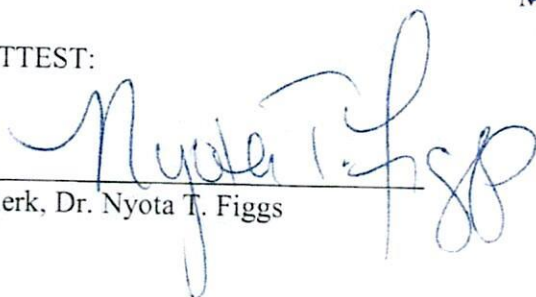
CITY OF CALUMET CITY, ILLINOIS,

An Illinois municipal corporation



Mayor Thaddeus Jones

ATTEST:



Clerk, Dr. Nyota T. Figgs

Developer

JFL FOODS LLC

Jesus Flores Lopez Jr

ATTEST:

Exhibit 1

Property Legal Description

Commonly known address: 1625 Sibley Blvd, Calumet City, IL 60409

LOTS 9 AND 10 IN BLOCK 1 IN G. FRANK CROISSANT'S SHAWDOW LAWN, BEING THAT PART OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{3}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ LYING NORTH OF THE CENTER LINE OF MICHIGAN CITY ROAD IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PINS: 29-12-403-001-0000; 29-12-403-002-0000

Exhibit 2
Form of Purchase and Sale Agreement
(Not for Execution)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into between the City of Calumet City, an Illinois home rule municipality, of 204 Pulaski Rd, Calumet City, IL 60409 (the "Seller"), and Jesus Flores, an Illinois resident with its principal mailing address at 33 E 21 Street, Chicago Heights, Illinois (the "Purchaser").

RECITALS:

- A. Seller is a home rule political subdivision of the State of Illinois pursuant to Section 7 of Article VI of the 1970 Constitution of the State of Illinois. Purchaser is an Illinois Limited Liability Corporation.
- B. Seller desires to sell and Purchaser desires to purchase the Subject Property as defined herein. Seller and Purchaser both desire to transfer ownership of this Property pursuant to the terms contained in this Purchased and Sale Agreement.

In consideration of and in reliance upon the mutual covenants and agreements set forth below, the parties to this Agreement agree as follows:

1. Agreement. Seller agrees to sell and, subject to the terms, conditions and contingencies set forth herein, Purchaser agrees to purchase the Subject Property defined below, and the parties agree that an appraisal and survey is not required.
2. Subject Property. The property that is the subject of this Agreement (the "Subject Property") is located at **1625 Sibley Blvd, Calumet City, IL 60409**, PINS 29-12-403-001-0000 and 29-12-403-002-0000, and is legally described in Exhibit A, which exhibits are attached hereto, incorporated herein, and made a part of this Agreement.
3. Purchase Price. The purchase price for the Subject Property (the "Purchase Price") shall be **Five Thousand (\$5,000.00) Dollars**, and shall be paid at the time of Closing by wire-transfer of funds to the title company serving as the closing agent and escrow agent.
4. Closing.
 - a. Time is of the essence as to all dates in this Agreement and the performance of all obligations under this Agreement.
 - b. The closing of the transaction contemplated in this Agreement (the "Closing") at the offices of _____, Illinois, shall be accomplished through a customary "New York Style" closing escrow, provided that, at Purchaser's sole discretion, Purchaser has completed its Due Diligence and Examination or has waived the right to do so.
 - c. At the Closing, Seller shall deliver to the Escrow Agent the following:

i. A Quitclaim deed;

ii. Evidence reasonably satisfactory to the Escrow Agent respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder by Seller;

iii. A closing statement (the "**Closing Statement**") reflecting the Purchase Price, and the adjustments and prorations required hereunder and the allocation of income and expenses required hereby;

iv. Such transfer tax forms and stamps, as may be required by state and local authorities, in this transaction;

v. Such additional documents as may be reasonably required by Purchaser and the Escrow Agent in order to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Seller in a manner not otherwise provided for herein).

d. **Closing Costs.** The Seller is exempt from real estate tax. All state, county, and municipal transfer and conveyance taxes and/or documentary stamps and special real estate taxes and assessments shall be paid for by the Purchaser or shall be exempt because of Seller's status as a governmental entity. The cost of recording the documents called for herein shall be paid for by Purchaser.

5. **Possession.** Seller shall provide Purchaser with possession of the Subject Property immediately following the closing. Purchaser may at its sole cost and expense have the Subject Property evaluated for any anticipated construction, provided that neither Purchaser nor any agent of Purchaser unreasonably interferes with Seller or any parties use of any part of the Subject Property.

6. **Conveyance.** At the time of Closing, Seller shall transfer to Purchaser all of Seller's right, title, and interest in and to all of the Subject Property, including all improvements, appurtenances, hereditaments, that pertain to the Subject Property, by delivering to Purchaser at Closing a fully executed, recordable, Quitclaim Deed.

7. **Real Estate Taxes.** Seller is a tax exempt organization and therefore there will be no proration of any prior year's tax bill.

8. **Seller's Representations.** Seller hereby covenants, represents and warrants to Purchaser as follows:

a. Seller is the sole owner of the Subject Property and has the full authority and legal right to make, deliver and perform this Agreement, and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery and performance of this Agreement.

- b. To the best of Seller's knowledge, the execution, delivery and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of Seller, will not result in a breach or default under any agreement to which Seller is a part or is bound, and will not violate any restriction, court order or agreement to which Seller is subject.
 - c. Seller has received no written notice of any pending or threatened litigation or proceedings (including eminent domain or similar proceedings), with respect to the use, condition, or operation of the Subject Property, and has not received any notice respecting any proposed change to the Subject Property's zoning or land use planning classification.
 - d. Seller has no knowledge of and has received no written notice of any violations of laws or claims with respect to any environmental condition of the Subject Property which have not been heretofore fully disclosed to Purchaser in writing or cured.
 - e. Seller has no knowledge of the past or present presence in, on or under the Subject Property of any material or substance defined as a "hazardous waste" under the federal Resource Conservation and Recovery Act of 1976 ("RCRA"), as a "hazardous substance" under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or asbestos, or any underground storage tanks.
 - f. During the period from the Execution Date to and including the Closing Date, Seller shall not, without the prior consent of Purchaser in each instance, (i) transfer or alienate any interest in the Subject Property, (ii) enter into any lease, easement, contract, concession agreement, license agreement or other agreement (whether oral or written) relating to the Subject Property, (iii) modify any of the Leases or agreements, or (iv) otherwise encumber or pledge the Subject Property.
 - g. Seller has received no written notice of any pending, threatened, or contemplated special assessments, special taxing districts, special service areas, or other special taxes which would affect the Subject Property, including, without limitation, any pending, threatened or contemplated increases of any currently existing special assessments or special taxes.
 - h. Seller is transferring the Property in "as is" condition, subject to the Seller's representations and warranties under this Agreement.
9. Purchaser's Representations. Purchaser hereby covenants, represents, and warrants to Purchaser as follows:
- a. That Purchaser has full power and authority to purchase the Subject Property and conduct its business in accordance with the terms of this Agreement, is a duly created, organized and validly existing legal entity, and has obtained all approvals necessary and required by the Purchaser's governing bodies.

b. Purchase agrees to accept the Property in "as is" condition, subject to the Seller's representations and warranties under this Agreement.

c. Purchaser has full power and authority to enter into this Agreement and Purchaser shall execute and deliver or caused to be executed and delivered all other documents and instruments reasonably required to carry out the terms hereof or otherwise effectuate the Closing.

d. This Agreement has been duly authorized by Purchaser and is binding on Purchaser and enforceable against Purchaser in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (a) result in a breach of or a default under any agreement to which Purchaser is a party or by which Purchaser is bound, or (b) violate any restriction, court order or agreement to which Purchaser is subject.

10. Representations by Both Parties. The representations and warranties set forth in paragraphs 8 and 9 shall be true and correct at the time of Closing as well as on the Execution Date. Each party shall promptly notify the other party in writing in the event either party has actual knowledge that any covenant, representation or warranty of the other party set forth above is not true and correct. In the event of a breach of a Representation or Covenant, the non-defaulting party shall indemnify and hold the other harmless from and against any and all loss, cost or expense, including legal fees resulting from its breach. The terms and conditions of this paragraph shall expressly survive the Closing and not merge with the provisions of any closing documents. The truth, in all material respects, of the representations and warranties of Seller set forth in this Agreement on the Effective Date shall be reaffirmed, as of the Closing Date, as though made on and as of the Closing Date.

11. Conditions Precedent to Closing. Notwithstanding anything herein to the contrary contained in this Agreement, Purchaser shall not be obligated to close hereunder unless:

- a. There is no material change in the condition of the Subject Property, including any dumping of refuse or environmental contamination after the inspection of the Subject Property by Purchaser during the Due Diligence Period;
- b. There exists no material breach of any of Seller's covenants, representations, warranties or obligations contained herein;

In the event that any one or more of the foregoing contingencies shall not be satisfied or met by the Closing Date, Purchaser, at its option, may waive the satisfaction thereof or terminate this Agreement without liability to Seller.

12. Notices. Any notice required or desired to be given under this Agreement shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery which provides proof of delivery, or (iv) given by electronic transmittal to an email, provided any such electronic transmittal transmission confirmed by next business day overnight deliver or messenger delivery. Any notice shall be addressed to the party to receive such notice at the following address or at such other address as the party may from time to time direct in writing or give by electronic transmittal at the electronic transmittal email addresses listed below:

Purchaser: Jesus Flores
33 East 21 Street
Chicago Heights, Illinois 60411

With copy to: Julissa Ruiz
Law Office of Julissa Ruiz
2847 Chicago Rd.
South Chicago Heights, IL 60411
(708) 647-1260
E-mail: Julissa@julissaruizlaw.com

Seller: City of Calumet City
Office of Mayor Thaddeus M. Jones
204 Pulaski Road
Calumet City, IL 60409
mayorsoffice@calumetcity.org

With copy to:
Dominick Lanzito
Peterson, Johnson & Murray, LLC
1301 W. 22nd Street – Ste. 500
Oak Brook, Illinois 60523
dlanzito@pjmlaw.com

Service of any such notice or other communications shall be deemed effective on the day of actual delivery (whether accepted or refused), provided that if any notice or other communication to be delivered by email as provided above cannot be transmitted because of a problem affecting the receiving party's computer, the deadline for receiving such notice or other communication shall be extended through the next business day, as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or communication so made shall be deemed effective on the first business day after the day of actual delivery. Except as expressly provided above with respect to certain email, no communications via electronic mail shall be effective to give notice.

13. Non-Foreign Affidavit. Seller is not a foreign entity and withholding of federal income tax from the amount realized will not be made by Purchaser. At Closing, Seller shall deliver to Purchaser a Non-Foreign Affidavit and Certification prepared in conformance with IRS regulations.

14. No Broker. Each of Seller and Purchaser represents that neither has retained any broker with respect to this transaction.

15. Miscellaneous Provisions.

- a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- b. Entire Agreement. All understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement. Neither party is relying upon any statement or representation not embodied in this Agreement, made by the other. This Agreement may not be changed except by an instrument in writing signed by both parties.
- c. Attorneys' Fees. If either party obtains a judgment against the other party by reason of a breach of this Agreement, a reasonable attorneys' fee as fixed by the court shall be included in such judgment.
- d. Costs. Purchaser shall bear the fees and costs of its Due Diligence, recording the warranty deed, and its own attorney fees. Seller shall be responsible for paying its own attorney's fees. The Parties shall pay the closing costs in accordance with paragraph 5(d) above.
- e. Assignment. Purchaser shall not assign its right, title, interest, or obligations under this Agreement without Seller's prior written consent.
- f. Severability. If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive closing, then and in any such event, it is the express intention of Seller and Purchaser that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

16. Execution in Multiple Counterparts and by Electronic transmittal. This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by electronic transmittal to the email addresses of counsel for Seller and counsel for Purchaser. Following the exchange of executed counterparts by electronic transmittal, promptly the parties shall mail signed original counterparts to each other but the failure of either party to comply with this requirement shall not render this Agreement void or otherwise unenforceable.

17. Execution Date. As used herein, the "Execution Date" shall be deemed to be the _____ day of _____, 2024. This date shall be the date on which the last party to this Agreement signs below.

(SIGNATURE PAGE TO FOLLOW)

In witness whereof, the parties hereto have executed this Agreement as of the Execution Date.

Seller:

CITY OF CALUMET CITY,
an Illinois municipality

By: 
Mayor Thaddeus Jones

Purchaser:

JFL FOODS LLC,
an Illinois Limited Liability Company

By: _____
Jesus Flores Lopez Jr

Dated this _____ day of _____, 2024. Dated this _____ day of _____, 2024.

Exhibit A

Property Legal Description

Commonly known address: 1625 Sibley Blvd, Calumet City, IL 60409

LOTS 9 AND 10 IN BLOCK 1 IN G. FRANK CROISSANT'S SHAWDOW LAWN, BEING THAT PART OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{3}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ LYING NORTH OF THE CENTER LINE OF MICHIGAN CITY ROAD IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PINS: 29-12-403-001-0000; 29-12-403-002-0000