
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2019-055**

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SOUTH
SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY AND THE CITY OF
BLUE ISLAND FOR THE ACQUISITION OF CERTAIN PROPERTIES THROUGH
ABANDONMENT PROCEEDINGS**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**DEXTER JOHNSON
FRED BILOTTO
NANCY RITA
TOM HAWLEY
MICHAEL MECH
CANDACE CARR
ALECIA SLATTERY**

**ANNETTE ALEXANDER
WILLIAM CAZARES
KEVIN DONAHUE
BILL FAHRENWALD
JOHNNY RINGO HILL
RAEANN CANTELO-ZYLMAN
JAMES KLINKER**

Aldermen

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Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street, Evergreen Park, Illinois 60805**

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WHEREAS, the City of Blue Island and the South Suburban Land Bank and Development Authority, named in the Intergovernmental Agreement attached hereto as Exhibit "A" are public agencies within the meaning of the Intergovernmental Cooperation Act, as set forth in 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to enter into intergovernmental agreements pertaining to intergovernmental activities; and

WHEREAS, the City has determined it is in the best interests of the public health, safety and welfare of its citizens to enter into an Intergovernmental Agreement with the South Suburban Land Bank and Development Authority for the acquisition of certain properties through abandonment proceedings.

WHEREAS, the parties have determined that it is reasonable, necessary and in the public interest and welfare to work cooperatively to facilitate participation in the program in order to effectuate the acquisition of certain properties through abandonment proceedings; and

WHEREAS, the parties have decided to delineate their duties and responsibilities concerning participation in the program in connection with the acquisition of certain properties through abandonment proceedings;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: The Intergovernmental Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor or his designee, is hereby authorized and directed to execute said Intergovernmental Agreement in substantially the form attached hereto and any and all documentation that may be necessary to carry out the intent of the Intergovernmental Agreement.

SECTION THREE: All policies, resolutions and ordinances of the City of Blue Island which conflict with this ordinance shall be, and they are hereby, repealed.

SECTION FOUR: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

(Intentionally Left Blank)

ADOPTED this 26th day of November, 2019, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman ALEXANDER			X		
Alderman BILOTTO	X				
Alderman CAZARES	X				
Alderman RITA			X		
Alderman DONAHUE			X		
Alderman HAWLEY	X				
Alderman FAHRENWALD	X				
Alderman MECH	X				
Alderman HILL	X				
Alderman CANTELO-ZYLMAN	X				
Alderman CARR	X				
Alderman SLATTERY			X		
Alderman KLINKER	X				
Mayor DOMINGO F. VARGAS					
TOTAL	10		4		

APPROVED: this 26th day of November, 2019.

Domingo F. Vargas

**MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this
26th day of November, 2019.

Randy Huser

CITY CLERK

PUBLISHED in pamphlet form this
26th day of November, 2019.

Randy Huser

CITY CLERK

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATE

I, RANDY HEUSER, certify that I am the duly elected and acting municipal clerk of the City of Blue Island of Cook County, Illinois.

I further certify that on **November 26, 2019** the Corporate Authorities of such municipality passed and approved Ordinance No. **19-055** Entitled: **AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY AND THE CITY OF BLUE ISLAND FOR THE ACQUISITION OF CERTAIN PROPERTIES THROUGH ABANDONMENT PROCEEDINGS.**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **19-055** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **November 26, 2019** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this **26th** day of **November, 2019**.

(SEAL)



Municipal Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY
AND THE CITY OF BLUE ISLAND**

INTERGOVERNMENTAL AGREEMENT

Between the South Suburban Land Bank and Development Authority and the City of Blue Island for the Acquisition of Certain Properties Through Abandonment Proceedings

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into between the South Suburban Land Bank and Development Authority (“SSLBDA”) and the City of Blue Island, an Illinois municipal corporation (“City”) (collectively, “Parties”), and shall commence on the date that the last signatory executes this IGA (“Effective Date”).

Recitals

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, SSLBDA is an intergovernmental agency formed by numerous south suburban Cook and Will County municipalities, including the City, to assist in the redevelopment and neighborhood stabilization efforts of its member municipalities; and

WHEREAS, SSLBDA, through its counsel, works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties within the City and surrounding south suburban municipalities;

WHEREAS, the City is an Illinois municipal corporation authorized to acquire, manage, and convey real property in order to facilitate the redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, authorizes the City to petition the circuit court to have property declared abandoned, and may thereafter petition for a judicial deed to property so declared (collectively “Abandonment Proceedings”), provided that the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building; and

WHEREAS, the City and SSLBDA seek to enter into this IGA to use Abandonment Proceedings to encourage economic redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, the City and SSLBDA are authorized to execute this IGA by act(s) of their respective duly constituted governing bodies.

NOW, THEREFORE, the parties set forth their mutual understandings as follows:

1. Incorporation of Recitals: The foregoing recitals are made a part of and incorporated into this IGA.

2. Authority to File and Prosecute Abandonment Petitions: The City authorizes and engages SSLBDA and its counsel to file and prosecute, on its behalf, petition(s) for a declaration of abandonment (pursuant to 65 ILCS 5/11-31-1(d)) ("Petition") for all parcels identified in Exhibit A ("Parcels"). Exhibit A may be amended from time to time by written agreement of the Parties' Contacts, as defined herein.

3. Costs: So long as a Parcel is eligible for a declaration of abandonment, SSLBDA shall pay for all fees, including attorneys' fees and court costs, required to file and prosecute the Petition filed under this Agreement.

4. Title to Abandoned Parcels: If the City obtains a judicial deed to a Parcel as a result of a declaration of abandonment under this Agreement, the City agrees to immediately convey fee simple title to the Parcel to SSLBDA.

5. Management of Abandoned Parcel: SSLBDA shall manage and dispose of the Parcel in accordance with the SSLBDA by-laws and policies and in consultation with the City Contact, as defined herein.

6. Proceeds of Future Sale: SSLBDA shall be entitled to all proceeds from any future sale of any Parcel acquired by the City and conveyed by the City to SSLBDA under this Agreement. SSLBDA shall use the proceeds to further its mission.

7. Properties Ineligible for Abandonment: In the event that SSLBDA, or its counsel, notifies the City Contact, in writing, that a Parcel is ineligible for a declaration of abandonment, the City may elect to:

- a. Dismiss the Petition; or
- b. Proceed with the Petition and seek demolition or repair authority for the City pursuant to 65 ILCS 5/11-31-1(a). If the City elects to proceed with the Petition, the City shall engage its own counsel and pay all future costs associated with the Petition.

8. Contacts: The Parties' contacts for implementation of this Agreement are as follows ("Contacts"):

For the City:

Contact (City Official): Mark Miller
Email Address: mmiller@cityofblueisland.org
Phone Number: (708) 396-7143

Contact (City Attorney): _____
Email Address _____
Phone Number: _____

For SSLBDA:
Russell Rydin, Executive Director
russellrydin@sslbda.org
(708)-381-0871

With a copy to:
Caitlyn Sharrow
Denzin Soltanzadeh LLC
190 S. LaSalle, Suite 2160
Chicago, Illinois 60603
csharrow@denzinlaw.com
(312) 380-7260

9. Incorporation/Survival: This IGA sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes, extensions or modifications to this IGA shall only be made by mutual agreement between the parties and shall be in writing. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. Any terms and conditions contained in this IGA that by their express terms, sense or context are intended to survive the termination or expiration of this IGA shall so survive.

10. Complete Agreement. All prior understandings and agreements between the Parties are merged into this Agreement which alone fully and completely expresses the Parties' agreement.

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

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

13. Force and Effect; Termination. This Agreement shall be in force and effect as of the Effective Date and shall remain in effect thereafter until terminated by either Party. Either Party may terminate this IGA, for any reason, by the Contact providing thirty (30) days written notice of its intent to terminate to the other Contact. However, in the event Petitions are pending at the time notice of the termination is sent, the termination shall not be effective until the Parties agree,

in writing, to a resolution for each pending Petition, including the costs associated with each pending Petition. A Petition is pending so long as a final order has not been entered in the circuit court and so long as the conveyance described in Paragraph 4, above, has not been completed.

[Remainder Left Blank]

IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the parties through their authorized representatives as set forth below.

CITY OF BLUE ISLAND

SOUTH SUBURBAN LAND BANK AND
DEVELOPMENT AUTHORITY

By: _____

By: _____

Name: _____

Name: Russell Rydin

Title: _____

Title: Executive Director

Date: _____

Date: _____

EXHIBIT A

PARCEL(S) APPROVED FOR ABANDONMENT PETITIONS

1. 2811 Broadway Ave., Blue Island, IL 60406, PIN 24-36-315-004-0000
2. 2122 W 119th Place, Blue Island, IL 60406, PIN 25-30-103-017-0000
3. 11904 Ann St., Blue Island, IL 60406, PIN 24-25-201-080-0000

ABANDONED PROPERTY CHECKLIST:

Property Information:

Address: _____

PIN(s): _____

Type (circle one): Residential Commercial Industrial

Tax Years Delinquent: _____

Owner (if known): _____

Contact with Owner? Yes No

If Yes, addresses/contact information for Owner:

Addresses/contact information in municipal files (water bills, citations, appearances at administrative hearings, etc.)?

Evidence of Two Years Delinquent Taxes (*attach ONE of the following showing two or more years delinquent taxes*):

Tax bills

Estimates of redemption

County Clerk and County Treasurer websites showing delinquent taxes:

Cook County:

www.cookcountyclerk.com/tsd/delinquenttaxsearch/Pages/default.aspx

<https://www.cookcountytreasurer.com/setsearchparameters.aspx>

Kankakee County:

<http://treasurer.k3county.net/>

Will County:

www.thewillcountyclerk.com/taxes/tax-sale-redemption/tax-redemption-inquiry/

<http://willtax.willcountydata.com/ccalm07.asp>

(*Alternative to Taxes*) Evidence of Delinquent Water Balance for Two or More Years

Evidence of Dangerous or Unsafe Building Conditions (*attach ALL of the following*):

- Exterior photographs of each side of the property
- A photograph of the address, if one is displayed
- Interior photographs (if access is available) or photographs of the views through any windows/doors
- A written list of conditions that are dangerous or unsafe (inspection report, letter, memorandum, code citations)
- Signed and notarized Affidavit of Municipal Building Official

Building Inspector Contact (*individual that inspected the property and that will testify in court*):

- Name: _____
- Email: _____
- Phone: _____

Village/City Contact:

- Name: _____
- Email: _____
- Phone: _____

Prepared by: _____ Date: _____

Scanned to _____ and _____

Affidavit of Municipal Building Official

I, _____, being duly sworn on oath, state that I am over the age of 18 and of sound mind, I have personal knowledge of the facts contained herein, and if called as a witness, would competently testify to the following:

1. I am a building official for the _____ (“Municipality”), a corporate official designated by the Municipality to be charge of enforcing the Municipality’s Building Code. As such, I have an affirmative duty to investigate complaints and make routine inspections to determine compliance with the applicable building codes and ordinances regulating use and maintenance of property in the Municipality, and to take such action as may be allowed by law to obtain such compliance. Property inspections result in a written and/or photographed recording of those conditions found to be in violation of the Municipality’s ordinances.

2. True and correct copies of written and photographed records from my inspections fairly and accurately depicting the dangerous and unsafe conditions of the structures located at _____ (“Property”), and other building code or ordinance violations associated with the Property, are attached hereto as Group Exhibit A.

3. Based on my inspections of the Property, I have determined that the Property contains a building that is unsafe in its current condition, for reasons set forth in the Group Exhibit A.

4. Based on my inspections of the Property, I have determined that the Property is unoccupied by persons legally in possession.

Further affiant sayeth not.

Building Official

State of Illinois)
) SS
County of Cook)

SUBSCRIBED and SWORN to before me, on _____, _____ by
_____.

Notary Public

Seal