

RESOLUTION NO. R 2019-14

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF COOK, ILLINOIS D/B/A COOK COUNTY LAND BANK AUTHORITY
FOR USE OF VILLAGE'S STATUTORY AUTHORITY
TO FILE AND PROSECUTE ABANDONMENT AND DEMOLITION LAWSUITS**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") desire to enter into an "Intergovernmental Agreement" with the County of Cook, Illinois d/b/a Cook County Land Bank Authority ("CCLBA") (the "Agreement"), for the purpose of authorizing the CCLBA to use the Village's statutory authority to file and prosecute abandonment and demolition lawsuits ("Agreement"). A copy of the Agreement is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the County of Cook, on behalf of the CCLBA, desires to enter into the Agreement for the purposes set forth in the attached Agreement, including working cooperatively with the Village to acquire, manage and repurpose abandoned and blighted property within the Village's corporate boundaries; and

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) authorizes the Village to petition the circuit court to have real property declared abandoned, and may thereafter petition for a judicial deed to real property so declared, 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, under Section 2 of the Agreement, the Village authorizes and engages CCLBA and its Special Assistant State's Attorneys to file and prosecute petition(s) for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d) and, if deemed appropriate by CCLBA and its counsel, seek demolition authority on behalf of the Village pursuant to 65 ILCS 5/11-31-1(a) (collectively "Abandonment Petition") for all real properties identified in Exhibit A to the Agreement, such parcels are defined herein as "Abandonment Parcels"; and

WHEREAS, under Section 3 of the Agreement, the CCLBA will pay for all fees, including attorneys' fees and court costs, required to file and prosecute each Abandonment Petition filed on behalf of the Village. Under Sections 4 and 5 of the Agreement, the CCLBA shall be entitled to legal title to any acquired Abandonment Parcel(s) and to all proceeds from any future sale of any Abandonment Parcel acquired under this Agreement, which funds shall be used to further the CCLBA's mission; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the attached Agreement pursuant to their statutory and home rule powers as provided by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that entering into the attached Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE

VII, SECTIONS 6 AND 10(a) OF THE ILLINOIS CONSTITUTION OF 1970, AND THE INTERGOVERNMENTAL COOPERATION ACT (5 ILCS 220/1 et seq.), AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve entering into the "Intergovernmental Agreement" with a the County of Cook, Illinois d/b/a Cook County Land Bank Authority ("CCLBA"), for the purpose of authorizing the CCLBA to use the Village's statutory authority to file and prosecute abandonment and demolition lawsuits. A copy of the Agreement is attached hereto as **Exhibit "1"** and made a part hereof. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute and deliver the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Agreement.

ADOPTED this 21 day of May, 2019, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustees H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee R. Rivers

APPROVED this 22 day of May, 2019, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

EXHIBIT "1"

**INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF COOK, ILLINOIS D/B/A COOK COUNTY LAND BANK AUTHORITY
FOR USE OF VILLAGE'S STATUTORY AUTHORITY
TO FILE AND PROSECUTE ABANDONMENT AND DEMOLITION LAWSUITS**

(attached)

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between the County of Cook, d/b/a Cook County Land Bank Authority ("CCLBA"), an agency of the County of Cook and the Village of Maywood, Illinois ("Village"), a home rule Illinois municipality (each a "Party," collectively "the Parties"), and shall commence on the date that the last signatory executes this Agreement ("Effective Date").

Recitals

WHEREAS, the Village is a home rule municipality in the State of Illinois; and

WHEREAS, CCLBA is an agency of Cook County, a home rule Illinois county; and

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 units of government when exercising their respective authority; and

WHEREAS, CCLBA works to acquire, manage and repurpose abandoned and blighted property throughout Cook County; and

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, authorizes the Village to petition the circuit court to have property declared abandoned, and may thereafter petition for a judicial deed to property so declared, 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 Village and the CCLBA are authorized to execute this IGA by act(s) of their respective duly constituted governing bodies; and

WHEREAS, the Village and CCLBA seek to enter into this IGA to use Abandonment Proceedings to encourage economic redevelopment, reduce blight, and improve property values in the Village;

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 Agreement.

2. Authority to File and Prosecute Abandonment and Demolition Proceeding. The Village authorizes and engages CCLBA and its Special Assistant State's Attorneys, to file and prosecute petition(s) for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d) and, if deemed

appropriate by CCLBA and its counsel, seek demolition authority on behalf of the Village pursuant to 65 ILCS 5/11-31-1(a) (collectively "Abandonment Petition") for all parcels identified in Exhibit A, such parcels are defined herein as Abandonment Parcels. Exhibit A may be amended from time to time by mutual agreement of the Parties through their Contacts, as defined herein.

3. Cost of Prosecuting Abandonment Petition(s). CCLBA will pay for all fees, including attorneys' fees and court costs, required to file and prosecute the Abandonment Petitions filed under this Agreement.

4. Conveyance and Management of Abandonment Parcel(s). If the Village obtains a judicial deed to an Abandonment Parcel as a result of an Abandonment Petition initiated under this Agreement, the Village agrees to immediately convey fee simple title to the Abandonment Parcel to CCLBA. CCLBA shall manage and dispose of the Abandonment Parcel in accordance with CCLBA policies.

5. Proceeds of Future Sale. CCLBA shall be entitled to all proceeds from any future sale of any Abandonment Parcel acquired under this Agreement. CCLBA shall use the proceeds to further its mission.

6. Properties Ineligible for Abandonment. In the event that CCLBA, or its Special Assistant State's Attorneys, notify the Village Contact, in writing, that a parcel is ineligible for a declaration of abandonment, the Village may elect to:

- a. Dismiss the Abandonment Petition; or
- b. Proceed with the Abandonment Petition and seek demolition or repair authority for the Village pursuant to 65 ILCS 5/11-31-1(a). If the Village elects to proceed with the Abandonment Petition, the Village shall either:
 - i. Engage its own counsel and pay all future costs associated with the Abandonment Petition; or
 - ii. Enter into a separate agreement with CCLBA and its Special Assistant State's Attorneys regarding the future costs associated with the Abandonment Petition.

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

For the Village:

Contact (Village Official): _____

Email Address _____

Phone Number: _____

Contact (Village Attorney): _____

Email Address _____

Phone Number: _____

For Cook County Land Bank Authority:

Robert Rose, Executive Director
Cook County Land Bank Authority
69 W. Washington Street, Suite 2938
Chicago, Illinois 60602
rob@cookcountylandbank.org

With a copy to:

Brent Denzin, Partner
Denzin Soltanzadeh LLC
190 S. LaSalle, Suite 2160
Chicago, Illinois 60603
bdenzin@denzinlaw.com

8. **Notice.** All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt), or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed to the Contacts identified herein. Notwithstanding the foregoing, the Parties hereby agree that all notices required under the Agreement shall be in writing and shall be deemed properly served if sent via e-mail if an e-mail address has been furnished by the recipient party or the recipient party's attorney to the sending party. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event E-Mail notice is transmitted after 5:00 P.M. Central Standard Time and before 9:00 A.M. Central Standard Time, the effective date and time of such notice is the first hour of the next business day after transmission.

9. **Incorporation: Survival.** This Agreement sets forth the entire understanding of the Parties relative to the acquisition of Abandonment Parcel(s) 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 Agreement shall only be made by mutual agreement between the Parties and shall be in writing. No term of this Agreement 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 Agreement that by their express terms, sense or context are intended to survive the termination or expiration of this Agreement shall so survive.

10. **No Assignment: Binding on Successors.** This Agreement and the rights of the Parties hereunder may not be assigned without mutual consent (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon on party, other than the Parties and their respective successors and assignees, any rights, remedies, obligations or liabilities.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

12. 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.

13. Force and Effect; Termination. This Agreement shall be in force and effect as of the date that the last signatory executes this IGA and shall remain in effect thereafter until terminated by either Party. Either Party may terminate this Agreement for any reason by providing thirty (30) days written notice of its intent to terminate to the other Party. However, in the event Abandonment 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 Abandonment Petition, including the costs associated with each pending Abandonment Petition. An Abandonment 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 Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

VILLAGE OF MAYWOOD, ILLINOIS

**COUNTY OF COOK d/b/a COOK
COUNTY LAND BANK AUTHORITY**

By: _____

By: _____

Name:

Name: Robert Rose

Title:

Title: Executive Director

Date: _____

Date: _____

EXHIBIT A

ADDRESSES AND PIN(S) OF ABANDONMENT PARCELS

**COOK COUNTY LAND BANK AUTHORITY PROPERTIES
AND/OR DEMOLITION LIST**

ADDRESS	CCLBA ACQUIRED/DEED IN LIEU, ETC.	DEMOLITION LIST	RESIDENTIAL	COMMERCIAL
2036 S. 1st Ave.	CCLBA		RESIDENTIAL	
1105 S. 2nd Ave.	CCLBA	X	RESIDENTIAL	
1308 S. 2nd Ave.	CCLBA		RESIDENTIAL	
2018 S. 2nd Ave.	CCLBA	X	RESIDENTIAL	
607 S. 3rd Ave.	CCLBA		RESIDENTIAL	
1907 S. 3rd Ave.	CCLBA		RESIDENTIAL	
405 N. 4th Ave.	CCLBA		RESIDENTIAL	
1115 S. 5th Ave.	CCLBA			COMMERCIAL
1311 S. 5th Ave.	CCLBA			COMMERCIAL
1412 S. 5th Ave.	CCLBA			COMMERCIAL
1112 S. 6th Ave.	CCLBA		RESIDENTIAL	
1405 S. 6th Ave.	CCLBA	X	RESIDENTIAL	
1010 S. 8th Ave.	CCLBA		RESIDENTIAL	
904 S. 10th Ave.	CCLBA		RESIDENTIAL	
137 S. 12th Ave.	CCLBA	X	RESIDENTIAL	
617 S. 13th Ave.	CCLBA	X	RESIDENTIAL	
632 S. 13th Ave.	CCLBA		RESIDENTIAL	
440 S. 14th Ave.		X	RESIDENTIAL	
820 S. 14th Ave.	CCLBA		RESIDENTIAL	
628 S. 15th Ave.	CCLBA		RESIDENTIAL	
30 S. 16th Ave.	CCLBA	X	RESIDENTIAL	
623 S. 16th Ave.	CCLBA	X	RESIDENTIAL	
815 S. 16th Ave.	CCLBA		RESIDENTIAL	
1205 S. 16th Ave.		X	RESIDENTIAL	
1242 S. 16th Ave.	Acquisition in process		RESIDENTIAL	
841 S. 17th Ave.	CCLBA		RESIDENTIAL	
1929 S. 19th Ave.	CCLBA (to be acquired from Fannie Mae)*		RESIDENTIAL	
419 S. 21st Ave.		X	RESIDENTIAL	
1440 S. 21st Ave.	CCLBA		RESIDENTIAL	
1821 S. 21st Ave.		X	RESIDENTIAL	
1932 S. 23rd Ave.	CCLBA		RESIDENTIAL	
1634 S. 24th Ave.	CCLBA		RESIDENTIAL	
1001 Madison St.	CCLBA			COMMERCIAL
1418 Madison St.	CCLBA			COMMERCIAL
1500 Madison St.	CCLBA			COMMERCIAL
1510 Madison St.	CCLBA			COMMERCIAL
401 Main St.	CCLBA			COMMERCIAL
1109 Randolph St.	Demolished bt CCLBA			COMMERCIAL
1818-20 St. Charles Rd.	Under Contract w/ CCLBA			COMMERCIAL
1908 St. Charles Rd.	CCLBA			COMMERCIAL
1919 St. Charles Rd.	CCLBA			COMMERCIAL
1712 Washington Blvd.	CCLBA			COMMERCIAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R 2019-14

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF COOK, ILLINOIS D/B/A COOK COUNTY LAND BANK AUTHORITY
FOR USE OF VILLAGE'S STATUTORY AUTHORITY
TO FILE AND PROSECUTE ABANDONMENT AND DEMOLITION LAWSUITS

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Village Board Meeting on the 21 day of May, 2019, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 22 day of May, 2019.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustees H. Yarbrough, I. Brandon, A. Sanchez K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee R. Rivers

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 22 day of May, 2019.

Viola Mims, Village Clerk

[SEAL]