
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO. 2019-O-053

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE IX
CHAPTER 106 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED
“REGISTRATION OF DEFAULTED MORTGAGE PROPERTY”
PERTAINING TO INSPECTION REQUIREMENTS**

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WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) desires to protect the public health, safety, and welfare of its residents and maintain a high quality of life for its residents through the maintenance of structures and properties located within the Village; and

WHEREAS, the Village recognizes properties with defaulted mortgages and subject to foreclosure action or foreclosed upon (“Registerable Properties”) located throughout the Village lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster and unsafe and unhealthy environment; and

WHEREAS, the Village has previously adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the President and Board of Trustees of the Village recognize that it is in the best interest of the Village and its residents to create a method to regulate and discourage the proliferation of properties that are abandoned, neglected, or left unsupervised; and

WHEREAS, pursuant to 65 ILCS 5/11-60-2 of the Illinois Municipal Code, the Village is granted the authority to define, prevent, and abate certain nuisances within the Village; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park desire to create a web-based electronic database for searchable real property records, to be utilized by the Village to monitor Registerable Properties and require payment of certain attributable fees; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village and its residents to create a registration of defaulted mortgage property database pursuant to this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That Title IX Chapter 106 entitled “Registration of Defaulted Mortgage Property,” is hereby created and shall be added in numerical order as follows:

CHAPTER 106: REGISTRATION OF DEFAULTED MORTGAGE PROPERTY

106.01 Purpose and Intent

106.02 Definitions

106.03 Applicability and Jurisdiction

106.04 Establishment of Registry

106.05 Inspection and Registration

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106.10 Provisions Supplemental

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106.19 Codification

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106.01 PURPOSE AND INTENT.

It is the purpose and intent of the Village of Tinley Park to establish a process to address the deterioration, crime, and decline in value of Village neighborhoods caused by property with defaulted mortgages located within the Village, and to identify, regulate, limit, and reduce the number of these properties located within the Village. It is the Village’s further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Default or Defaulted.

106.02 DEFINITIONS.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

“DEFAULT.” shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

“ENFORCEMENT OFFICER.” shall mean any law enforcement officer, building official, zoning inspector, code compliance officer, fire inspector, building inspector, or other person authorized by the Village to enforce the applicable code(s).

“FORECLOSURE OR FORECLOSURE ACTION.” shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

“MORTGAGEE.” shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

“OWNER.” shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

“PROPERTY MANAGER.” shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

“REAL PROPERTY.” shall mean any residential, commercial or industrially used land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Village boundaries.

“REGISTRABLE PROPERTY.” shall mean:

- (a) Any Real Property located in the Village, whether vacant or occupied, that is encumbered by a mortgage in Default, is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or trustee and a judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a

“default/foreclosure” property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm’s length transaction or the Foreclosure Action has been dismissed and any Default on the mortgage has been cured.

“REGISTRY.” shall mean a web-based electronic database of searchable real property records, used by the Village to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Chapter.

“SEMI-ANNUAL REGISTRATION.” shall mean six (6) months from the date of the first action that requires registration, as determined by the Village, or its designee, and every subsequent six (6) months the property is Registrable. The date of the initial registration may be different than the date of the first action that required registration.

“UTILITIES AND SERVICES.” shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Village codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

“VACANT.” shall mean any parcel of land in the Village that contains any building or structure that is not lawfully occupied.

106.03 APPLICABILITY AND JURISDICTION.

This Chapter applies to Defaulted property within the Village.

106.04 ESTABLISHMENT OF REGISTRY.

Pursuant to the provisions of this Chapter the Village, or its designee, shall establish a registry cataloging each Registrable Property within the Village, containing the information required by this Chapter. Such a registry shall be maintained and/or terminated upon the discretion of the Village.

106.05 INSPECTION AND REGISTRATION.

~~(a) Any Mortgagee who holds a mortgage on Real Property located within the Village shall perform an inspection of the property upon it being in Default or Defaulted by the mortgagor or prior to the issuance of a notice of Default.~~

~~(b)(a) _____ Property inspected pursuant to subsection (a) above that remains in Default or Defaulted, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee’s designee. If an inspection shows there is any change in the property’s occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.~~

~~(e)(b) _____~~ Within ten (10) days of the date any Mortgagee declares its mortgage to be in Default or Defaulted, the Mortgagee shall register the Real Property with the Village Registry, and, at the time of registration, indicate whether the property is Vacant, and if so

shall designate in writing a Property Manager to ~~inspect~~, maintain and secure the Real Property subject to the mortgage in Default or Defaulted. A separate registration is required for each Registrable Property.

(c) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.

(d) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300 for each Registrable Property. Subsequent Semi-Annual Registrations of Defaulted properties and fees in the amount of \$300 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter.

(e) If the Defaulted mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

(f) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

(g) If the Defaulted Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

(h) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.

(i) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, ~~and the inspection~~, security, and maintenance standards of this section as long as the property remains Registrable.

(j) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Village.

(k) If any property is in violation of this Chapter, the Village may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

106.08 MAINTENANCE REQUIREMENTS.

- (a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the Village. Pursuant to a finding and determination by the Village, Sheriff, Magistrate, or a court of competent jurisdiction, the Village may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the Village.

106.09 SECURITY REQUIREMENTS.

- (a) Properties subject to this Chapter shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) Failure of the Mortgagee to properly inspect and secure a property subject to this Chapter, shall be subject to enforcement by any of the enforcement means available to the Village. The Village may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

106.10 PROVISIONS SUPPLEMENTAL.

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the Village from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

106.11 PUBLIC NUISANCE.

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Village.

106.12 ADDITIONAL SECURITY.

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement Hearing Officer and/or the Village Board of Trustees or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the Village from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Sheriff, Hearing Officer, Village Board of Trustees, or special magistrate shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.

- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Sheriff, Hearing Officer, Village Board of Trustees, or special magistrate may direct the Village to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.
- (d) If the Mortgagee or Owner does not reimburse the Village for the cost of temporarily securing the property, or of any abatement directed by the Sheriff, code enforcement officer, Hearing Officer, Village Board of Trustees, or special magistrate, within thirty (30) days of the Village sending the Mortgagee or Owner the invoice then the Village may lien the property with such cost, along with an administrative fee as determined in the Village's fee ordinance to recover the administrative personnel services. In addition to filing a lien the Village may pursue financial penalties against the Mortgagee or Owner.
- (e) The Village may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the Village contract with for that purpose.

106.13 OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER, PENALTY.

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

106.14 IMMUNITY OF ENFORCEMENT OFFICER.

Any Enforcement Officer or any person authorized by the Village to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

106.15 PENALTIES.

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

106.16 AMENDMENTS.

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the Village Board of Trustees.

106.17 SEVERABILITY.

It is hereby declared to be the intention of the Village that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

106.18 REPEALER.

All ordinances or parts of ordinances in conflict herewith, are hereby repealed and replaced.

106.19 CODIFICATION.

It is the intention of the Village Board of Trustees, that the provisions of this Ordinance shall become and be made a part of the Village Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "chapter", or such other appropriate word or phrase in order to accomplish such intentions.

106.20 EFFECTIVE DATE.

This ordinance shall become effective immediately upon adoption.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 3rd DAY OF SEPTEMBER, 2019.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED THIS 3rd day of September, 2019.

ATTEST: 
VILLAGE CLERK


VILLAGE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK)
COUNTY OF WILL) SS

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-053, "AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE IX CHAPTER 106 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "REGISTRATION OF DEFAULTED MORTGAGE PROPERTY" PERTAINING TO INSPECTION REQUIREMENTS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of September, 2019.



KRISTIN A. THIRION, VILLAGE CLERK