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

RESOLUTION
NO.2022-R-056

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE SOUTH SUBURBAN LAND BANK AUTHORITY AND THE
VILLAGE OF TINLEY PARK FOR THE ACQUISITION OF CERTAIN
PROPERTIES THROUGH ABANDONMENT PROCEEDINGS**

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

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THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into between the South Suburban Land Bank and Development Authority (“SSLBDA”) and the Village of Tinley Park, an Illinois municipal corporation (“Village”) (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 Village, 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 Village and surrounding south suburban municipalities;

WHEREAS, the Village 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 Village 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 Village 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 Village 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 Village 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 to include additional Parcels from time to time by written agreement, including by email, 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: In exchange for SSLBDA paying costs of abandonment proceedings, as described in paragraph 3, the Village agrees that SSLBDA shall be the Village’s designated recipient of a judicial deed pursuant to 65 ILCS 5/11-31-1(d). If, however, a judicial deed is issued to the Village instead of SSLBDA as a result of a declaration of abandonment filed pursuant to this Agreement, the Village agrees to immediately convey fee simple title to the Parcel to SSLBDA.
5. Management of Abandoned Parcel: SSLBDA shall manage and dispose of any Parcels acquired under this Agreement in accordance with the SSLBDA by-laws and policies and in consultation with the Village 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 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 Village Contact, in writing, that a Parcel is ineligible for a declaration of abandonment, the Village may elect to:
 - a. Dismiss the Petition; or
 - b. Proceed with the 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 Petition, the Village 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 Village of Tinley Park:

Kimberly Clarke, AICP
Community Development Director
Kclarke@tinleypark.org
(708) 444-5177

and

Paul O'Grady
Peterson, Johnson, & Murray, LLC
Pogrady@pjm.com
(312) 782-7150

For SSLBDA:
Liz Castaneda Executive Director
Liz.castaneda@southlanddevelopment.org

and

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.

VILLAGE OF Tinley Park

By: Kimberly Clarke

Name: Kimberly Clarke, AICP

Title: Community Development Director

Date: June 7th, 2022

SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

By: Elizabeth Castaneda

Name: Elizabeth Castaneda

Title: Executive Director

Date: 7/18/22

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

VILLAGE OF Tinley Park

SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

By: Kimberly Clarke

By: _____

Name: Kimberly Clarke, AICP

Name: Elizabeth Castaneda

Title: Community Development Director

Title: Executive Director

Date: June 7th, 2022

Date:

PASSED THIS 7th day of June, 2022.

AYES: Brady, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: Brennan

APPROVED THIS 7th day of June, 2022.

Michael W. Goy
VILLAGE PRESIDENT

ATTEST:

Nancy O'Connor
VILLAGE CLERK

Exhibit A

| Property | PIN(s) |
|--|----------------------------------|
| 16910 Oak Park Ave Tinley Park, IL 60477 | 28301110210000 |
| 16914 Oak Park Avenue Tinley Park, IL 60477 | 28301110220000 |
| 16918 Oak Park Avenue Tinley Park, IL 60477 | 28301110230000 |
| 17226 Oak Park Avenue Tinley Park, IL 60477 | 28303020130000 |
| 16836 Oak Park Avenue Tinley Park, IL 60477 | 28301070270000 |
| 6573 167 th Street Tinley Park, IL 60477 | 28302040610000 |
| 6419 167 th Street Tinley Park, IL 60477 | 28302130170000 |
| 16816 Oak Park Avenue Tinley Park, IL 60477 | 28301070080000 |
| 7050-7068 171 st Street Tinley Park, IL 60477 | 28301130050000 28301130250000 |
| 6825 171 st Street Tinley Park, IL, 60477 | 28303010240000 |
| 6320 181 st Street Tinley Park, IL 60477 | 28323000310000 |
| | |

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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 Resolution No. 2022-R-056, “A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SOUTH SUBURBAN LAND BANK AUTHORITY AND THE VILLAGE OF TINLEY PARK FOR THE ACQUISITION OF CERTAIN PROPERTIES THROUGH ABANDONMENT PROCEEDINGS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 7th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of June, 2022

VILLAGE CLERK