



VILLAGE OF DOLTON

Riley H. Rogers.....Mayor

Mary Kay Duggan.....Village Clerk

TRUSTEES

Stanley H. Brown Tiffany Henyard Robert E Hunt, Jr.
Duane Muhammad Robert E. Pierson, Jr. Valeria Stubbs

Regular Meeting Board of Trustees

Monday, May 1, 2017

Dorchester Senior Center, 1515 E. 154th St., Dolton, IL
6:30 p.m.

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

Presentation of the Colors

International Association of Firefighters

PRAYER

PRESENTATION

- A. PACE Presentation re Bus Shelters
- B. Recognition of Outgoing Trustees

VILLAGE CLERK REPORT

- A. Approval of the Minutes:
 - April 3, 2017 Regular Board Meeting
 - April 17, 2017 Regular Board Meeting
- B. Request for Tag Day(s) – Fathers and Blessings

CORPORATE BILLS

ADMINISTRATION OF OATHS OF OFFICE

Trustees: Tiffany Henyard, Deborah M. Denton, Jason House
Village Clerk: Mary Kay Duggan
Mayor: Riley H. Rogers

OLD BUSINESS

- A. Ordinance No. 17-004 - Reconsideration
Amending Section 7-6-7-1 of the Dolton Village Code, "Water Rates
Established" (non-residential)

NEW BUSINESS

- A. Ordinance No. 17-010
Amending Section 1-5-4R (Employment) of the Dolton Village Code
- B. Ordinance No. 17-011
Amending 1-6-7 (Committee of the Whole) of the Dolton Village Code
- C. Ordinance No. 17-012
Amending Section 3-4H-4 of the Dolton Village Code, "Sweepstakes Kiosks"
- D. Ordinance No. 17-013
Repealing Title 3, Chapter 24, "Vacant Buildings; Owner Required to Act; Enforcement Authority", and Amending Title 8, "Building Regulations", by Adding New Chapter 16, "Vacant Building and Foreclosure Registration Program" of the Dolton Village Code
- E. Agreement Between the Village of Dolton and Property Registration Champions (PRC)
- F. Resolution No. 17 R-006
Updating Cook County Commercial Tax Incentive Agreement
- G. Resolution No. 17 R-007
Accepting a Grant from the Illinois Housing Development Authority's Abandoned Residential Property Municipal Relief Program
- H. Resolution No. 17-R-008
To Adopt and Implement the RainReady Community Plan
- I. Award of Contract: CDBG Street Resurfacing Program 1607-010
- J. Appointment of The Horton Group as Liability/Casualty Broker of Record

MAYOR'S REPORT

CITIZENS ADDRESS

ADJOURNMENT

**VILLAGE OF DOLTON
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 17-004

**AN ORDINANCE AMENDING SECTION 7-6-7-1
OF THE DOLTON VILLAGE CODE, "WATER RATES ESTABLISHED"**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS, in the exercise of its home rule authority as follows:

SECTION 1: Amendment. Section 7-6-7-1 of the Dolton Village Code is hereby amended by deleting the text thereof in its entirety and substituting the following text in its place:

- A. Water Rates:
 - 1. Residential users shall pay a rate of \$5.61 per 100 cubic feet of water consumed, with a minimum quarterly charge of \$56.10.
 - 2. All non-residential users (commercial, industrial, institutional) shall pay a rate of \$10.00 per 100 cubic feet of water consumed, with a minimum quarterly charge of \$100.00 per quarter. Non-residential users shall also pay a basic user rate for the use and for service supplied by the Waste Water Collection System of \$2.00 per 100 cubic feet of water used.
- B. Effective May 1, 2018, and each May 1 thereafter, a two percent (2%) cost of living increase shall be imposed on the non-residential water rate.
- C. Effective May 1, 2017, any increase imposed on the Village of Dolton by the City of Chicago for water service to the Village shall be passed on to non-residential customers.
- D. Unusual Use of System: In cases where the character of sewage from any commercial or industrial buildings shall be such as to impose a burden upon the sewerage system of the Village, then the President and Board of Trustees reserve the right to enter into separate contracts for special rates and charges where the particular circumstances render the regular rates for servicing inadequate or unjust.

- E. Billing Errors: An error in billing shall not constitute waiver of claim for adjustment. (Ord. 86-144, 12-30-86, eff. 1-1-87).

SECTION 2: Repealer. Any provision of the Village Code heretofore adopted which is in conflict with the provisions of this Ordinance is, to the extent of such conflict, hereby repealed.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2017.

RILEY H. ROGERS, Mayor

ATTEST:

MARY KAY DUGGAN, Clerk

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____



THE VILLAGE OF DOLTON

"A COMMUNITY WORKING TOGETHER"

ITEM _____

VILLAGE OF DOLTON, ILLINOIS REGULAR BOARD MEETING

SUBJECT:	TYPE:	SUBMITTED BY:
Water and sewer rate increase for commercial, institutional and industrial customers	Resolution X Ordinance Motion Discussion Only	

SYNOPSIS: IN AN EFFORT TO 1) COVER THE COST TO OPERATE, MAINTAIN, REPAIR AND UPGRADE THE WATER SUPPLY AND TREATMENT SYSTEM, 2) TO UPGRADE THE WATER METERS THROUGHOUT THE VILLAGE TO "RADIO READ" METERS AND 3) TO PROVIDE INCOME FOR ADEQUATE CAPITAL RESERVES, THERE IS A NEED FOR THE VILLAGE OF DOLTON TO INCREASE WATER RATES FOR COMMERCIAL, INSTITUTIONAL, AND INDUSTRIAL WATER USERS.

CURRENTLY, RESIDENTS ARE PAYING THE SAME WATER RATE AS BUSINESSES AND BUSINESSES MAKE MONEY BY RESELLING THE WATER (E.G. FOUNTAIN POP, COFFEE, CAR WASHES AND MANUFACTURING PROCESSES)

IN AN EFFORT TO MITIGATE COSTS ASSOCIATED WITH 1) REPAIR AND MAINTENANCE OF THE VILLAGE'S SEWAGE SYSTEM, 2) TO PROVIDE FOR CAPITAL RESERVES AND 3) TO OFFSET ANY FUTURE RATE INCREASES FROM THE METROPOLITAN WATER RECLAMATION DISTRICT (FORMERLY KNOWN AS THE CHICAGO SANITARY DISTRICT), THERE IS A NEED FOR THE VILLAGE OF DOLTON TO INCREASE SEWER RATES FOR COMMERCIAL, INSTITUTIONAL, AND INDUSTRIAL USERS.

FISCAL IMPACT: IF THE VILLAGE OF DOLTON WERE TO INCREASE WATER RATES FOR COMMERCIAL, INSTITUTIONAL, AND INDUSTRIAL WATER USERS TO \$10.00 PER BILLING UNIT (100 CUBIC FEET), THE VILLAGE WOULD REALIZE AN ADDITIONAL \$800,000 PER YEAR IN WATER REVENUE.

IF THE VILLAGE OF DOLTON WERE TO INCREASE SEWER RATES FOR COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL USERS FROM 20% OF THE WATER CONSUMPTION TO 20% OF THE WATER BILL, THE VILLAGE WOULD REALIZE AN ADDITIONAL \$328,000 PER YEAR IN SEWER REVENUE.

RECOMMENDATION: STAFF RECOMMENDS THAT THE BOARD APPROVE INCREASING WATER RATES FOR COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL WATER USERS TO \$10.00 PER BILLING UNIT (100 CUBIC FEET)

STAFF RECOMMENDS THAT THE BOARD APPROVE INCREASING SEWER RATES FOR COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL WATER USERS TO 20% OF THE WATER BILL.

BACKGROUND: VILLAGE PERSONNEL HAVE LOOKED AT COMMERCIAL WATER RATES FOR 9 SURROUNDING COMMUNITIES (SEE ATTACHMENT 1). DOLTON HAS THE SECOND LOWEST COMMERCIAL WATER RATE AFTER LANSING, WHICH HAS A RATE OF \$5.16; HARVEY HAS THE HIGHEST COMMERCIAL WATER RATE OF \$53.56. RAISING THE WATER RATE TO \$10.00 PER BILLING UNIT WOULD PLACE DOLTON AT SLIGHTLY LESS THAN THE AVERAGE COMMERCIAL RATE OF THE SURROUNDING COMMUNITIES WHICH IS APPROXIMATELY \$13.00.

THE VILLAGE OF DOLTON, UNDER ARTICLE 7 CHAPTER 6 "COMBINED WATERWORKS AND SEWERAGE SYSTEM", IS RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE STORMWATER AND WASTEWATER COLLECTION SYSTEM; NOT INCLUSIVE OF ANY PART OF THE COLLECTION SYSTEM LOCATED ON PRIVATE PROPERTY.

THE MAJORITY OF THE COLLECTION SYSTEM IS AGED AND, FROM TIME TO TIME, NEEDS CORRECTIVE AND/OR PREVENTATIVE MAINTENANCE; HOWEVER: CERTAIN EQUIPMENT THAT IS USED IN CONDUCTING SUCH WORK IS NEARING THE END OF ITS USEFUL LIFE AND THE COST OF REPAIR PARTS IS SLOWLY INCREASING. AS THE COLLECTION SYSTEM AGES FURTHER, EVENTUALLY, THE SEWER FUND WILL NOT BE ABLE TO SUSTAIN ITSELF.

ATTACHMENTS:

- ATTACHMENT #1 – COMMERCIAL WATER RATES OF SURROUNDING COMMUNITIES

ATTACHMENT #1

COMMERCIAL WATER RATES OF SURROUNDING COMMUNITIES*

LANSING	\$5.16
DOLTON	\$5.61
SOUTH HOLLAND	\$6.01
PHOENIX	\$6.18
RIVERDALE	\$6.32
CALUMET CITY	\$7.81
THORNTON	\$9.47
MARKHAM	\$10.76
DIXMOOR	\$16.25
HARVEY	\$53.56

*SOURCE: ILLINOIS DEPARTMENT OF NATURAL RESOURCES, OFFICE OF WATER RESOURCES 2015
LAKE MICHIGAN WATER RATE SURVEY

**VILLAGE OF DOLTON
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 17-010

**AN ORDINANCE AMENDING SECTION 1-5-4(R)
OF THE DOLTON VILLAGE CODE**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS, in the exercise of its home rule authority as follows:

SECTION 1: Amendment. Section 1-5-4(R) of the Dolton Village Code is hereby amended to provide as follows: [Repealed language shown by ~~strike-out~~]

R. Employment.

1. Appoint. Except as otherwise expressly provided for by the Rules and Regulations of the Civil Service Commission or the Board of Fire and Police Commissioners, or by contractual agreement entered into by the corporate authorities, the President, ~~with advice and consent of the Board of Trustees~~, may appoint any employee necessary to carry into effect the business of the Village.
2. Termination. Except as otherwise expressly provided for by the Rules and Regulations of the Civil Service Commission or the Board of Fire and Police Commissions, or by a contractual agreement entered into by the corporate authorities, the President, ~~with advice and consent of the Board of Trustees~~, may terminate any employee whenever the President is of the opinion that the interests of the Village require termination.

SECTION 2: Repealer. Any provision of the Village Code heretofore adopted which is in conflict with the provisions of this Ordinance is, to the extent of such conflict, hereby repealed.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2017.

RILEY H. ROGERS, Mayor

ATTEST:

MARY KAY DUGGAN, Clerk

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

**VILLAGE OF DOLTON
COOK COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 1-4-5(R)
OF THE DOLTON VILLAGE CODE**

**PASSED AND APPROVED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF DOLTON,
COOK COUNTY, ILLINOIS, THIS
_____ DAY OF _____, 2017.**

**Published in pamphlet form
by authority of the Mayor
and Board of Trustees of the
Village of Dolton, Cook
County, Illinois, this _____
day of _____, 2017.**

**VILLAGE OF DOLTON
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 17-011

**AN ORDINANCE AMENDING SECTION 1-6-7
OF THE DOLTON VILLAGE CODE RELATING TO
BOARD OF TRUSTEES COMMITTEES**

WHEREAS, Section 1-6-7 of the Dolton Village Code, "Rules and Order of Business," sets forth various orders of business; and

WHEREAS, Rule 8 identifies a number of standing committees; and

WHEREAS, Rule 8 does not reflect the actual practice of the Board of Trustees; and

WHEREAS, the Board of Trustees desire to reorganize the committee structure to both reflect current practice and to further provide that committee members shall be designated by the Board of Trustees;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS, in the exercise of its home rule authority as follows:

SECTION 1: Amendment. Section 1-6-7 of the Dolton Village Code is hereby amended by deleting Rules 8 and 9, reserving Rule 9 for future use, and substituting the following Rule 8 in its place [repealed language shown as ~~strike-out~~]:

Rule 8.

From time to time, the Board of Trustees shall meet as a committee of the whole to discuss and review matters which may be on a future agenda for approval. ~~organize itself into the standing committees identified below. Members shall be appointed and removed from the committee by a majority vote of the Village Board. The following Standing Committees shall be appointed annually consisting of at least~~

~~_____ Members, and the Committees shall designate one (1) member to be the Chairperson thereof:~~

- ~~_____ 1. _____ Committee on Police and Fire.~~
- ~~_____ 2. _____ Committee on Housing.~~
- ~~_____ 3. _____ Committee on Public Works.~~
- ~~_____ 4. _____ Committee on the Melanie Fitness Center.~~
- ~~_____ 5. _____ Committee on Youth.~~
- ~~_____ 6. _____ Committee on Finance.~~

SECTION 2: Repealer. Any provision of the Village Code heretofore adopted which is in conflict with the provisions of this Ordinance is, to the extent of such conflict, hereby repealed.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2017.

RILEY H. ROGERS, Mayor

ATTEST:

MARY KAY DUGGAN, Clerk

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

**VILLAGE OF DOLTON
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 17-012

**AN ORDINANCE AMENDING SECTION 3-4H-4 OF THE DOLTON
VILLAGE CODE, "SWEEPSTAKES KIOSKS"**

**BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE
VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS**, in the exercise of its home rule
authority as follows:

SECTION 1: Section 3-4H-4 of the Dolton Village Code, "Sweepstakes Kiosks," is hereby
amended to provide as follows [new language underscored; repealed language shown as strike out]:

3-4H-4: ANNUAL FEE; TAX:

A. The annual license fee for each electronic product promotion
sweepstakes kiosk is ~~ONE THOUSAND & 00/100 (\$1,000.00)~~
DOLLARS ONE HUNDRED DOLLARS (\$100.00)

B. A monthly tax of FIVE (5%) PERCENT of net revenues from each
electronic product promotion sweepstakes kiosk is hereby assessed.

SECTION 2: Effective Date. This Ordinance shall be in full force and effect upon its
passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2017.

RILEY H. ROGERS, Mayor

ATTEST:

MARY KAY DUGGAN, Clerk

“
**VILLAGE OF DOLTON
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 17-013

AN ORDINANCE REPEALING TITLE 3, CHAPTER 24, “VACANT BUILDINGS; OWNER REQUIRED TO ACT; ENFORCEMENT AUTHORITY”, AS AMENDED, AND AMENDING TITLE 8, “BUILDING REGULATIONS”, BY ADDING NEW CHAPTER 16, “VACANT BUILDING AND FORECLOSURE REGISTRATION PROGRAM”, OF THE VILLAGE OF DOLTON MUNICIPAL CODE THERETO

WHEREAS, the Village of Dolton is a home rule unit of local government pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution; and

WHEREAS, as a home rule unit of local government, the Village may exercise any power and perform any function pertaining to its government and affairs, except as limited in accordance with Article VII, Section 6, of the Illinois Constitution; and

WHEREAS, the Village previously adopted Ordinance No. 09-485, “An Ordinance of the Village of Dolton Establishing the Vacant Building Owner Required to Act; Enforcement Authority at Title 3, Business and License Regulations, Chapter 24, of the 1988 Municipal Code of the Village of Dolton”; and

WHEREAS, Ordinance No. 09-485 was subsequently amended by Ordinance No. 10-499, “An Ordinance of the Village of Dolton Amending Ordinance 09-485 Entitled An Ordinance Establishing the Vacant Building Owner Required to Act; Enforcement Authority at Title 3, Business and License Regulations, Chapter 24, of the 1988 Municipal Code of the Village of Dolton; and

WHEREAS, Ordinance 09-485 was further amended by Ordinance No. 17-008, “An

Ordinance Amending Section 3-24 of the Dolton Village Code, 'Vacant Building, Owner Required to Act; Enforcement Authority' "; and

WHEREAS, following the recession, the Village of Dolton, like many communities throughout the United States, experienced a rise in the number of foreclosures village-wide; and

WHEREAS, foreclosed properties can lead to an increased number of vacant properties, which, when vacant for an extended period of time, may constitute a detriment to the public health, safety and welfare of the community; and

WHEREAS, vacant and foreclosed properties may pose a danger to police officers, firefighters, and building inspectors/code enforcers entering the premises in response to emergencies or in the normal course of their duties; and

WHEREAS, vacant properties are unsightly and diminish neighboring property values and neighbors' sense of well-being and allowing vacant properties to remain indefinitely vacant, even in the absence of code violations, is detrimental to the interests of the public health, safety and welfare of the residents of the Village; and

WHEREAS, vacant properties require greater code enforcement activities that result in greater financial costs to the Village; and

WHEREAS, properties with defaulted mortgages that are neglected and have unsecured, accessible structures have a negative impact on community value, create conditions that invite criminal activity, and foster an unsafe and unhealthy environment for children; and

WHEREAS, oftentimes, the foreclosing party (mortgagee) or property owners are often out of state, making it difficult to notify the proper party of Village code violations and to maintain the requisite level of maintenance and security on such structures or lots; and

WHEREAS, the corporate authorities of the Village of Dolton recognize that a more regulated method is needed to discourage registrable property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the corporate authorities find that these foreclosing and/or vacant properties and implementation of maintenance and monitoring plans will discourage property owners and mortgagees responsible for such properties from allowing such properties to remain vacant indefinitely and may prevent these properties from becoming a burden to the residents and taxpayers of the Village and provide the basis for returning these properties to their intended use and to the tax rolls highest asset property tax value; and

WHEREAS, the abatement of nuisances caused by such properties, the repair and rehabilitation of such properties and their subsequent occupancy is recognized in the best interests of the residents of the Village; and

WHEREAS, the corporate authorities have concluded that it is in the best interests of the health, safety and welfare of its residents to impose registration requirements of registrable property within the Village to discourage registrable property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the corporate authorities have determined that it is in the best interests of the Village and its citizens to repeal Ordinances 09-485, 10-499 and 17-008 and to create a new Chapter to regulate both vacant and foreclosed properties.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS, in the exercise of its home rule authority, as follows:

SECTION 1: Recitals. The recitals set forth hereinabove, are hereby incorporated as of fully set forth herein.

SECTION 2: Repealed. Chapter 24 of Title 3, "Business and License Regulations", of the Municipal Code of the Village of Dolton (Ordinance No. 09-485), "An Ordinance of the Village of Dolton Establishing the Vacant Building Owner Required to Act; Enforcement Authority at Title 3, Business and License Regulations, Chapter 24, of the 1988 Municipal Code of the Village of Dolton", Ordinance No. 10-499, "An Ordinance of the Village of Dolton Amending Ordinance 09-485 Entitled An Ordinance Establishing the Vacant Building Owner Required to Act; Enforcement Authority at Title 3, Business and License Regulations, Chapter 24, of the 1988 Municipal Code of the Village of Dolton", and Ordinance No. 17-008, "An Ordinance Amending Section 3-24 of the Dolton Village Code, 'Vacant Buildings; Owner Required to Act; Enforcement Authority' ", are **HEREBY REPEALED** in their entirety.

SECTION 3: Title 8, "Building Regulations", of the Municipal Code of the Village of Dolton, as amended, is hereby further amended by adding new Chapter 16, "Vacant Building and Foreclosure Registration Program", thereto, to read as follows:

CHAPTER 16

VACANT BUILDING AND FORECLOSURE REGISTRATION PROGRAM

SECTION:

- 8-16-1: Purpose and Intent
- 8-16-2: Other Ordinances
- 8-16-3: Definitions
- 8-16-4: Enforcement Authority; Vacant Building Determination
- 8-16-5: Obligation to Register Vacant Structures
- 8-16-6: Required Registration Information and Procedure
- 8-16-7: Owner Obligation to Post a Sign

- 8-16-8: Registration of Defaulted/Foreclosed Properties
- 8-16-9: Registration Fees; Renewal
- 8-16-10: Obligation to Secure Building
- 8-16-11: Interior Maintenance Standards
- 8-16-12: Minimum Maintenance Requirements for Lot
- 8-16-13: Public Nuisance/Abatement
- 8-16-14: Enforcement and Penalties
- 8-16-15: Administrative Adjudication

8-16-1: **PURPOSE AND INTENT:**

The purpose of this Chapter is to promote the health, safety and general welfare of the residents, workers, visitors, property owners, and proprietors of the Village and the economic stability and viability, and livability of neighborhoods in the Village by requiring the registration and monitoring of vacant properties, foreclosed and defaulted properties. This program will protect and preserve the livability, appearance and social fabric of the Village and will also protect the public from the health and safety hazards and impairment of property values resulting from the neglect and deterioration of real property and improvements.

It is the intent of the Mayor and Village Board, through the adoption of this Chapter, to establish a mechanism to protect neighborhoods from becoming blighted through the lack of maintenance and security of vacant property, occupied and vacant foreclosed property, and vacant defaulted properties, to establish a vacant property registration program and a foreclosed and defaulted property registration and abatement program; and to set forth guidelines for the maintenance of occupied and vacant and/or distressed properties. In addition, this Chapter provides for the registration and inspection of occupied properties to aid on foreclosure, prevention efforts and because such properties have an increased potential to become vacant or blighted.

This Chapter shall be construed liberally to affect its purposes.

8-16-2: **OTHER ORDINANCES:**

This Chapter shall not be construed to prevent the enforcement of other applicable ordinances, codes, legislation, and regulations that prescribe standards other than those provided herein, and in the event of conflict, the most restrictive shall apply.

8-16-3: **DEFINITIONS:** Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED:

Any building, structure or real property that is vacant, as defined herein, or occupied by a person or persons without a

	<p>legal right of occupancy. Abandoned also includes any real property that is vacant or shows evidence of vacancy and is the subject to a lis pendens, or Notice of default and/or Notice of Sheriff's Sale, or a foreclosure sale where title was retained by the mortgagee in the foreclosure, or has been transferred under a deed in lieu of foreclosure or sale to the mortgagee.</p>
ACCESSIBLE PROPERTY/ STRUCTURE:	<p>Property or a structure that unauthorized persons may gain access or entry to the interior space through a compromised/breached/unsecured gate, door, fence, wall, window, or other point of entry.</p>
AGREEMENT:	<p>Any agreement or written instrument which provides that title to real property shall be transferred or conveyed from owner to another owner after the sale, trade, transfer or exchange.</p>
ASSIGNMENT OF RENTS:	<p>An instrument that transfers the beneficial interest under a deed of trust from one lender/entity to another.</p>
BENEFICIARY:	<p>A lender or other person or entity holding, owning, participating in, or otherwise having an interest in the proceeds for a loan represented by a note secured by a deed of trust.</p>
BLIGHTED PROPERTY:	<p>Property that has broken or severely damaged windows, doors, walls, or roofs which create hazardous conditions and encourage trespassing; property whose maintenance is not in conformance with the maintenance of other neighboring properties causing a decrease in the value of neighboring properties; properties cited for a public nuisance pursuant to the Village Municipal Code; or property that endangers the public health, safety or welfare because the property or improvements thereon are dilapidated, deteriorated or violates minimum health and safety standards or lacks maintenance as required by applicable codes. <i>See also</i> "Dangerous or Unsafe Building".</p>
BOARDED:	<p>The partial or full covering, securing, or reinforcing with plywood, lumber, or comparable materials of windows, skylights, doors/sidelights/transoms, underfloor access, and similar exterior openings in buildings or portions thereof which is intended to dissuade, mitigate, and prevent vandalism and unauthorized entry.</p>

BUILDING (STRUCTURE):	Any physical edifice that is built or installed and is located on and affixed to the land and used for or intended for supporting or sheltering any use or occupancy. These terms "building" and "structure", as used in this Chapter, shall be synonymous and shall include any portion thereof.
CODE ENFORCEMENT OFFICER or INSPECTOR:	Any authorized agent or employee of the Village of Dolton whose duty it is to assure code compliance.
DANGEROUS OR UNSAFE BUILDING:	Any building or structure that is found to pose a danger to the life, health, property or safety of the public by failing to provide minimum safeguards and which may cause or aid in the spread of disease or cause injury to emergency personnel or to neighboring buildings, or because the building contains unsafe equipment, or is so damaged, decayed, dilapidated, or structurally unsafe or of such faulty or incomplete construction or unstable, that partial or complete collapse or systems failures are possible. <i>See also</i> "Blighted Property".
DAYS	Consecutive calendar days.
DEED IN LIEU OF FORECLOSURE AND/OR SALE:	A recorded document that transfers ownership of a property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust, without completion of a foreclosure proceeding.
DEED OF TRUST:	An instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan. This definition applies to any and all subsequent deeds of trust, <i>i.e.</i> , second trust deed, third trust deed, <i>etc.</i>
DEFAULT:	The failure to fulfill a contractual obligation for which a mortgagee, lender or trustor files or has the ability to file a foreclosure action or public notice of default on the mortgage.
DEPARTMENT:	The Village of Dolton Housing Department.
DISTRESSED	Any property that is subject to a current notice of default and/or notice of trustee's sale, pending tax assessors lien sale and/or any real property conveyed via a foreclosure sale resulting in the acquisition of title by an interested beneficiary of a deed of trust, and/or any real property conveyed via deed in lieu of foreclosure/sale, regardless of vacancy or occupancy

by a person with no legal right to occupancy.

EVIDENCE OF OCCUPANCY:

Any condition visible from the exterior that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is legally occupied. Such conditions include, but are not limited, secured/locked structures; active utility services; the absence of overgrown and/or dead vegetation; the absence of an accumulation of newspapers, circulars, flyers and/or mail; the absence of an accumulation of shutters; the presence of furnishings and/or personal items consistent with residential habitation; statements by neighbors, passersby, delivery agents, or government employees that the property is legally occupied; or actual contact with occupants.

EVIDENCE OF VACANCY:

Any condition visible from the exterior that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; abandoned vehicles, auto parts or materials; the absence of window coverings such as curtains, blinds and/or shutters; the absence of furnishings and/or personal items consistent with occupancy or habitation; the presence of an unsanitary, stagnant swimming pool; statements by neighbors, passersby, delivery agents, or government employees that the property is vacant; the presence of boards over doors, windows or other openings in violation of applicable codes; unsecured doors or other openings; habitation by vagrants/transients/trespassers, and lack of marketing for purposes of selling or renting property.

**FORECLOSED or
FORECLOSED PROPERTY:**

Property that was the subject of a foreclosure sale where the title was transferred to the beneficiary or the trustee of a deed of trust involved in the foreclosure or transferred under a deed in lieu of foreclosure or sale, and for which the trustee's deed upon sale or deed in lieu of foreclosure has been recorded.

FORECLOSURE:

The legal process by which a mortgagee, or other lien holder, terminates 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. This definition shall include, but is not limited to, public notice of default, a deed-in-lieu of foreclosure, sale to the mortgagee or lien holder, certificate of title and all other processes, activities and actions, by whatever name, associated with the described process. The process is not concluded until the property obtained by the mortgagee, lien holder, or its 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.

INSPECTION:

A physical investigation at a property to obtain evidence of occupancy or vacancy, or the physical condition of the property and/or to verify compliance with this Chapter and any other applicable code or law. In the case of a property that is the subject of a notice of default, but has not yet been foreclosed, the inspection need only consist of a visual inspection of the exterior of the property.

LIEN:

The legal claim of the Village upon the property of another to secure the payment of a debt or the performance of a legal obligation.

**LOCAL PROPERTY
MANAGEMENT COMPANY:**

A property manager, property management company or similar entity responsible for the maintenance and security of registrable property within twenty (20) miles of the Village limits. The local property management company or its employees must be able to be located and served at the local address during a majority of the working week (Monday through Friday, 8:00 a.m. to 5:00 p.m.). Upon review of credentials, the Village or its designee, may allow a non-local property manager to be listed.

MORTGAGEE:

The creditor, including, but not limited to, trustees, mortgage service companies, banks, lenders, seller under an installment contract, articles of deed, articles of agreement for deed, or other such similar agreement, or other such financial entities in a mortgage agreement, and any agent, servant, or employee of the mortgagee, or any successor in interest and/or assignee of the mortgagee's rights, interests, or obligations under the mortgage contractual agreement.

NOTICE OF DEFAULT:

A recorded notice that a default has occurred under a deed of

trust and that the beneficiary intends to proceed with a trustee's sale.

NUISANCE PROPERTY:

Any property, whether residential or commercial, which has remained vacant more than twenty-four(24) months from the original issuance of a Vacant Structure Registration Certificate. All properties which are vacant on May 1, 2016 and have been vacant for five (5) years prior thereto, shall be automatically deemed a Nuisance Property by the Village Housing Department.

OWNER:

Without limitation, every person, agent, operator, firm, corporation, entity, or service company, who alone or jointly or severally with others, and with or without the right of possession:

1. Has the legal or equitable title to, or having control of, any building, dwelling, dwelling unit, land or structure; or
2. Has care, charge, or control of any building, dwelling, dwelling unit, building, land or structure, in any capacity, including, but not limited to agent, executor, administrator, trustee, or guardian of the estate of the holder of legal title pursuant to a court order, trust agreement or other such similar agreement; or
3. Is a mortgagee which, under the terms of a mortgage, has a contractual responsibility for the property, or pursuant to a provision in the mortgage agreement, the mortgagee is authorized to act to secure or repair the property under any circumstance or where mortgagor no longer takes responsibility for the property; or is a mortgagee in possession of any such property; or is a mortgagee that has instituted foreclosure proceedings against the mortgagor; or
4. Is an officer, member of a board of managers, or trustee of the association of unit owners of a condominium or townhouse complex with direct control over the property pursuant to applicable State law, declaration and/or bylaws; or

5. Is an agent, trustee or other person appointed by the courts and vested with possession or control of any property; or
6. Is a party under an installment contract, articles of agreement for deed, articles of deed, or any other such similar agreement.

OWNER OF RECORD: The person holding recorded title to the property in question at any point in time when official records are produced by the Cook County Recorder's Office.

PERSON: Any natural individual, corporation, partnership, limited liability company or any such entities.

PREMISES: A lot, plot or parcel of land including any structures thereon.

PROPERTY: Any improved residential or commercial real estate, buildings, leasehold improvements and anything affixed to the land, or portion thereof, identified by a property parcel identification number (PIN), located within the corporate limits of the Village. Developed lots are considered improved land.

PROPERTY MANAGEMENT COMPANY: A local property manager, property maintenance company or similar entity responsible for the maintenance of registrable real property.

REGISTRABLE PROPERTY: Registrable property means:

1. Any property located within the Village that is vacant as defined in this Chapter; or
2. Any property located within the Village, whether vacant or occupied, that is encumbered by a mortgage in default, is subject to an ongoing foreclosure actions by the mortgagee or trustee, is subject to an application for a tax deed or pending tax assessor's lien sale, 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.

RENTAL PROPERTY:

Property that contains a single-family rental dwelling unit or multi-family rental dwelling units for use by residential tenants including but not limited to the following: mobile homes, mobile home spaces, town homes and condominium units. A rental dwelling unit includes property that is provided to an individual or entity for residential purposes upon payment of rent or any other consideration in lieu of rent, regardless of the relationship between the lessor and lessee.

RESPONSIBLE PARTY:

Any and all owners, as defined hereinabove, tenants, occupiers, property managers and lessees of any building, whether residential or commercial, alone or jointly or severally.

**REGISTRATION STATEMENT
OF INTENT:**

The form that is to be completed by the owner or mortgagee of a vacant structure and/or responsible parties, which contains specific information regarding the structure and the owners'/mortgagees'/responsible parties' plans for it rehabilitation, maintenance, sale, demolition or removal.

UNOCCUPIED BUILDING:

A building or portion thereof which lacks the habitual presence of human beings who have a legal right to be on the premises, including buildings ordered vacant pursuant to a hearing relating to code violations.

VACANT:

A building that shows evidence of vacancy, as defined hereinabove, and/or is lacking the habitual presence of human beings who have a legal right to be on the premises, or at which substantially all lawful business or construction operations or residential occupancy has ceased, or which is devoid of content, or does not have a certificate of occupancy. In addition to evidence of vacancy, in determining whether a building is vacant, it is relevant to consider, among other factors, the percentage of overall square footage of the building or floor to the occupied space, and the condition and value of any items in the building; provided that a residential

property shall not be deemed vacant if, a person or entity with an interest in the property proves, by a preponderance of the evidence that it has been used as a residence by a person entitled to possession for at least three (3) months within the previous nine (9) months and a person entitled to possession intends to resume residing at the property; and further providing that a multi-family property containing five (5) or more dwelling units shall be considered vacant when ninety percent (90%) or more of the dwelling units are unoccupied. For non-residential property, such property shall be considered vacant for purposes of this Chapter if business operations are conducted daily on less than ten percent (10%) of the overall square footage of the building. A property shall not be considered vacant if there is a building that is secure, but is the subject of a probate action, action to quiet title, or other ownership.

WINTERIZED:

Cleaning all toilets and completely draining all plumbing and heating systems.

8-16-4: ENFORCEMENT AUTHORITY; VACANT BUILDING DETERMINATION:

- A. The Village Housing Department is authorized to administer and enforce the provisions of this Chapter, including, but not limited to, maintaining lists setting forth the status of vacant structures. The Department may delegate its powers and duties under this Chapter to an appropriate administrator, inspector or designated consultant.
- B. The Department shall evaluate all buildings within the Village limits which it believes to be unoccupied and make a determination for each as to whether the building is vacant as defined in this Chapter. In making the determination as to whether a structure is vacant for purposes of this Chapter, the Department shall also consider other factors, including, without limitation, the presence of rental or for sale signs on the property; whether there has been any construction or legal repairs within the preceding three (3) months; whether windows and/or doors are broken, boarded up, removed, or unhinged; the status of utility services; and/or police activity for trespassers, vandalism or other illegal acts being committed at the property within the preceding three (3) months. For purposes of non-residential property, such structures may be deemed vacant where the business operations are conducted daily on less than ten percent (10%) of the total square footage of the building, or where all lawful business has ceased for at least three (3) months. For non-residential buildings that are less than ten (10) years old on the date that the Department makes its vacancy determination, and such buildings have no ordinance violations, then in that event the Department shall require that such non-residential buildings shall be registered and pay the appropriate fees.

- C. For buildings the Department has designated as vacant, a notice of determination shall be sent to all owners and responsible parties requiring the registration of the vacant building. The notice of determination shall be mailed via first class United States mail to the last known address based on mailing information found in public records, including, without limitation, information in the most recent Cook County tax roll or information kept in the records of the Illinois Secretary of State. Failure of delivery shall not excuse a person from complying with this Chapter. The Department may also personally serve or cause personal service of the notice of determination. Any person making such service shall execute an affidavit attesting to the facts of service. Proof of service shall be kept in the records prepared in the normal course of the Department's duties.

8-16-5: **OBLIGATION TO REGISTER VACANT STRUCTURES:**

- A. Notice of Determination by Housing Department. Within ten (10) days of the issuance of a notice of determination by the Department, the owner of the structure shall register the vacant structure with the Department and pay the appropriate fee as set forth in this Chapter.
- B. Notification to Village. The owner of any building that has become vacant shall within thirty (30) days, after the building has become vacant or within thirty (30) days after assuming ownership of the building, whichever is later, shall register the vacant structure with the Department and pay the appropriate fee as set forth in this Chapter.
- C. Registration of vacant structures shall be done semi-annually.
- D. Eleemosynary, religious, educational, benevolent or charitable associations organized on a not-for-profit basis and all governmental agencies shall be exempt for the payment of the registration fee.
- E. The owner shall be required to renew the registration semi-annually and shall be required to renew such registration as long as the building remains vacant.
- F. The registration statement shall be deemed *prima facie* proof of the statements therein contained in any administrative enforcement proceedings or court proceeding instituted by the Village against the owner or owners of the building.
- G. During the period of registration, the owner shall provide access to the Village to conduct inspections of the property, both interior and exterior, as deemed necessary by the Village, following reasonable notice, to determine compliance with this Chapter and any other relevant codes and ordinances of the Village.
- H. The owner shall comply with all applicable ordinances of the Village and/or State laws, including, without limitation, property maintenance, building, fire and zoning ordinances in the Village Code, and as amended from time to time. To this end, the owner shall apply for

all building, fire, zoning or other permits necessary to bring the structure into compliance within thirty (30) days of registering the property.

8-16-6: REQUIRED REGISTRATION INFORMATION AND PROCEDURE:

A. All owners or persons required to register a property pursuant to this article, shall file with the Village the registration form provided, which shall contain, among other things, the following information:

1. The exact street address of the property, the primary intended use of the property, and if the property is a multi-unit structure, the total number of dwelling units in each building on the property.
2. The owners' name(s), mailing address(es), email address(es) and telephone number(s), including cell phone number(s). The address may not be a post office box. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust, or real estate investment trust, the name and address of any following shall be provided:
 - (i) For corporation, a corporate officer and the chief operating officer;
 - (ii) For a partnership, the managing partner;
 - (iii) For a limited liability company, the managing member;
 - (iv) For a limited partnership, the general partner;
 - (v) For a trust, the trustee; and
 - (vi) For a real estate investment trust, the general partner or an officer.
3. The name, street address and telephone number of a natural person 21 years of age or older, designated by the owner(s) as the authorized local property agent for receiving notice of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of the owner(s) in connection with the enforcement of this Chapter. This local property agent must be located within twenty (20) mile of the corporate boundaries of the Village. The registration shall include the name of the designated local agent, the mailing address, telephone number and email address. Mailing address of the designated local agent may not be a post office box.
 - (i) An owner who is a natural person and who meets the requirements of this

subsection as to location of residence or office may designate him/herself as agent.

- (ii) By designating an authorized agent under the provisions of this subsection, the owner(s) is consenting to receive any and all notices of code violations concerning the registered building by service of the notice or process on the authorized agent.
 - (ii) Any owner who has designated an authorized agent under the provisions of this subsection shall be deemed to consent to the continuation of the agent's designation for the purposes of this subsection until the owner notifies the Department of a change of authorized agent or until the owner files a new registration statement.
 - (iii) Any owner who fails to register a vacant building under the provisions of this Chapter shall further be deemed to consent to receive, by posting at the building , any and all notices of code violations and all process in an administrative proceeding to enforce code provisions concerning the building.
- B. The registering party will also be required to fill out a "Registration Statement of Intent" setting forth the expected period of vacancy and plans for the property, including plans to rehabilitate, maintain, sell, or demolish the property.
- C. An amended registration must be filed within seven (7) days of any change in the information contained in the semi-annual registration. A new registration fee is required for any change in ownership, regardless of the nature of the transfer of title.

8-16-7: **OWNER OBLIGATION TO POST A SIGN:** The owner of any building that has become vacant, shall within thirty (30) days:

- A. Post a sign affixed to the building indicating: the vacant building registration number and the name, address and telephone number of the owner or owner's authorized agent for the purpose of service of process. The name, address and telephone number of a person responsible for day-to-day supervision and management of the building, if such person is different from the owner, the authorized agent shall be indicated on the sign as well. The sign shall be legible, be no smaller than 8.5 inches by 11 inches (8.5" x 11") and placed in such location so as to be visible from the nearest public street or sidewalk, whichever is nearer; and
- B. Maintain the building in a secure and closed condition and maintain the sign, until the building is again occupied or demolished.

8-16-8: **REGISTRATION OF DEFAULTED/FORECLOSED PROPERTIES:**

- A. Any mortgagee who holds a mortgage on property located within the Village shall perform an inspection of the property to determine vacancy or occupancy, upon default of the mortgagor. The mortgagee shall, within ten (10) days of the inspection, register the property with the Housing Department, or its duly authorized designee, on forms or other manner as directed, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.
- B. Registration pursuant to this section, shall contain the name, direct mailing address, a direct contact name, telephone number, and email address for the mortgagee and the name, address, and twenty-four (24) hour contact phone number of the local property management company responsible for security and maintenance of the property who has the authority to make decisions concerning the abatement of nuisance conditions at the property, as well as any expenditure in connection therewith. Mailing address of the mortgagee and the local property management company may not be a post office box.
 - 1. By designating a local property management company under the provisions of this subsection, the mortgagee consenting to receive any and all notices of code violations concerning the registered building by service of the notice or process on the local property management company.
 - 2. A mortgagee who has designated local property management company under the provisions of this subsection shall be deemed to consent to the continuation of the local property management company's designation for the purposes of this subsection until the mortgagee notifies the Department of a change of local property management property or until the mortgagee files a new registration statement.
- C. Mortgagees who have existing registrable property as of May 1, 2017, have thirty (30) calendar days to register the property with the Department or its authorized designee, on forms or other manner as directed, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether vacant or occupied.
- D. If the mortgage on a registrable property is sold or transferred, the new mortgagee is subject to all the provisions of this Chapter and within five (5) days of the transfer, register the property and pay a registration fee in accordance with this Chapter. Any previous unpaid registration fees are the responsibility of the new mortgagee or trustee and are due and payable with the initial registration.
- E. If the mortgagee owner of a foreclosed property sells or transfers the property to a non-arm's length related person or entity, the transferee is subject to all the provisions of this Chapter and within five (5) days of the transfer, register the property and pay the registration fee in accordance with this Chapter. Any previous unpaid registration fees are the responsibility of the new registrable property owner and are due and payable with the initial registration.

- F. As long as the property is registrable, it shall be inspected by the mortgagee, or designee, monthly. If an inspection shows a 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.
- G. A non-refundable registration fee, as provided below, shall accompany each registration. All registration fees must be paid directly from the mortgagee or owner. Third party registration fees are not allowed without the consent of the Department and/or its authorized designee.
- H. Properties subject to this Section shall be subject to the semi-annual registration requirement, and inspection, security and maintenance standards as provided by this Chapter as long as they remain registrable.
- I. Until the mortgage or lien on the property in question is satisfied, or legally discharged, the desire to no longer pursue foreclosure, the filing of a dismissal of lis pendens and/or summary of final judgment and/or certificate of title, voluntary or otherwise, does not exempt any mortgagee holding the defaulted mortgage, from all requirements of this Chapter as long as the borrower is in default.
- J. Any person or legal entity that has registered a property under this Section must report any change of information contained in the registration within ten (10) days of the change.
- K. Failure of a mortgagee to properly register or to modify the registration form from time to time to reflect a change in circumstances as required by this Chapter is a violation of the Chapter and shall be subject to enforcement and any resulting monetary penalties.
- L. The mortgagee will also be required to fill out a "Registration Statement of Intent" setting forth the expected period of vacancy and plans for the property, including plans to rehabilitate, maintain, sell, or demolish the property. Any subsequent mortgagee or transferee shall be required to fill out a new "Registration Statement of Intent".

8-16-9: REGISTRATION FEES; RENEWAL:

- A. The fee for registering a vacant, a defaulted/foreclosed occupied property or a defaulted/foreclosed vacant property shall be \$200.00.
- B. The registration shall be renewed semi-annually, with a renewal fee of \$200.00.
- C. Payment of the registration fee does not relieve or exempt the owner, mortgagee, or other person from paying any and all fines, penalties, costs or other charges assessed for non-compliance with the property maintenance standards set forth in this Chapter or other applicable Village Code provisions and ordinances.

8-6-10: **OBLIGATION TO SECURE BUILDING:**

- A. Owner obligation. The owner of any building that has become vacant, and any person maintaining, operating or collecting rent for any building that has become vacant, shall within thirty (30) days, do the following to enclose and secure the building:
1. Secure the building so that all building openings shall be closed and secured, using secure doors, windows without broken or cracked panes, commercial-quality steel security panels, filled with like-kind material as the surrounding wall, or boarded with plywood installed and secured in accordance with the rules and regulations issued by the Housing Department or Building Department, as applicable, to prevent entry by unauthorized persons.
 2. Secure the building so that at least one building entrance shall be accessible from the exterior and secured with a door that is locked to allow access only to authorized persons.
 3. Maintain the building in a secure and closed condition and maintain the sign until the building is reoccupied or demolished, repaired or completed with all permits required by the Housing and/or Building Department. If during the registration period and following initial boarding and securing of the property in compliance with this Section, the Housing Department notifies the owner in writing that the property was found open or it has been judicially or administratively found to be open, in each case on two separate occasions at least thirty (30) days apart, then the building shall thereafter be secured with only commercial-quality steel security panels or a method deemed equivalent by the Housing or Building Department.
 4. Foundations, basements, cellars, and crawlspaces shall be maintained in sound and watertight condition adequate to support the building, and protected against the entry of rodents and other animals.
 5. Exterior walls shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or the interior spaces and shall be protected against the entry of rodents and other animals.
 6. Exterior windows and doors shall be maintained in sound condition and good repair. Windows and doors shall fit tightly within their frames and the frames shall be constructed and maintained in such relation to the adjacent wall construction as to prevent rain from entering the building.
 7. Exterior windows and doors shall be equipped with hardware for locking and the locking mechanism shall be maintained in properly functioning condition.

8. All points of possible ingress and egress including, but not limited to, exterior windows and doors shall be secured to prevent unauthorized entry.
9. Any window which is broken, cracked or missing glass or glazing shall be replaced and maintained in good repair or the building opening shall otherwise be adequately secured pursuant to this Section.
10. The roof shall be adequately supported, and shall be maintained in a weather tight condition; the gutters, downspouts, scuppers and appropriate flashing shall be in good repair and adequate to remove the water from the building or structure.
11. Chimneys and flues shall be kept in sound, functional, weather tight condition and in good repair.
12. Every outside stair or step shall be maintained in sound condition and in good repair; every porch, stoop, deck, veranda, balcony and walk shall be maintained in sound condition for its purpose.
13. All exit areas shall have continuous exterior lighting from dusk to dawn; normal intensity of lighting shall be not less than two (2) foot-candles per square foot on the floor surfaces within an eight-foot (8') radius around said exit. This requirement may be met by the use of battery-powered or solar-powered lighting if such lighting meets the performance standards set by this paragraph.

B. Mortgagee obligation.

1. Defaulted/foreclosed properties subject to this Chapter shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
2. 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 reglazing of the window.
3. If the property is registrable, and the property has become vacant, a local property manager shall be designated by the mortgagee or owner to bring the property into compliance with subsection 8-16-10A., above. The property manager must perform regular inspections to verify compliance with the requirements of this Chapter and any other applicable Village Code or ordinance.

8-16-11: **INTERIOR MAINTENANCE STANDARDS:**

- A. Owner obligation. In addition to any other applicable Village Code or ordinance which may apply to the property, the interior of any vacant building shall be maintained by the owner as follows:
1. It is prohibited to accumulate or permit the accumulation of junk, trash and debris, boxes, lumber, scrap metal, junk, vehicles or any other materials in such a manner that may produce any health, fire, or safety hazard, or provide harborage for rodents and other animals on the premises; materials stored by the owner or permitted to be stored by the owner shall be stacked safely, and away from stairs or hallways, and any other places of ingress and egress.
 2. Every foundation, roof, floor, wall, stair, ceiling, and any other structural support shall be safe and capable of supporting the loads that normal use may cause to be placed thereon and shall be kept in sound condition and in good repair; floors and stairs shall be free of holes, grooves and cracks that could be potentially hazardous.
 3. Any plumbing fixtures shall either be winterized as defined in Section 8-16-4 or heated to resist being frozen.
 4. Every exit door shall be secured with an internal deadlock bolt, or with a locking mechanism deemed equivalent or better by the Housing or Building Department, and every such exit door shall be capable of being opened from the inside easily and without the use of a key or special knowledge.
 5. Interior stairs shall have treads and risers that have uniform dimensions, are sound, securely fastened, and have no rotting, loose, or deteriorating supports.
 6. Every owner shall be responsible for the extermination of insects, rodents and other vermin in or about the premises.
- B. Mortgagee obligation. If the property is registrable, and the property has become vacant, the mortgagee through its local property manager, shall bring the interior of the property into compliance with subsection 8-16-11A., above, and any other applicable Village Code and ordinance.

8-16-12: **MINIMUM MAINTENANCE REQUIREMENTS FOR LOT:** In addition to any other applicable Village Code or ordinance requirement, for each vacant and defaulted/foreclosed occupied and vacant property, the owner or mortgagee, or their local property manager must keep the lot on which the vacant building stands in compliance with the following requirements for as long as the property remains vacant:

1. The lot the building stands on, and the surrounding public way shall be maintained as follows: All grass and weeds on the premises including the abutting sidewalks,

gutters and alleys shall be kept below ten inches (10") in height, and all dead or broken tree limbs or shrubbery shall be cut and removed from the premises.

2. The interior walkway leading to the main entry door, and any public sidewalk adjoining the lot shall be shoveled clear of snow.
3. Junk, rubbish, waste, and any material that creates a health, safety or fire hazard including, but not limited to, any mail, flyers or notices that have been delivered to the building, 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 other items that give the appearance that the property is abandoned, shall not be permitted to accumulate on any portion of the exterior lot of the building.
4. No portion of the lot nor any structure, vehicle, receptacle or object thereon shall be maintained or operated in any manner that causes or produces any health or safety hazard or permits the premises to become a rodent harborage or is conducive to rodent harborage.
5. The lot shall be maintained so that water does not accumulate or stand on the ground.
6. All fences and gates shall be maintained in sound condition and in good repair.
7. The property shall be maintained free of graffiti or similar marking by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
8. Front, side and rear yards, including landscaping, shall be maintained in accordance with the applicable provisions of Village Code and ordinances at the time registration was required.
9. 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 designated specifically for residential installation. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
10. Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of trimmings.
11. Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the applicable provisions of the Village Code and ordinances.

8-16-13: **PUBLIC NUISANCE ABATEMENT:**

A. Public nuisance. The following buildings and structures are hereby declared to be a public nuisance subject to abatement proceedings pursuant to this Chapter:

1. A building or structure found to be vacant and open after the effective date of an order to secure and enclose issued by a court of competent jurisdiction or an administrative adjudication hearing officer within the previous twelve (12) months, unless stayed by a court of competent jurisdiction.
2. A building or structure that contains any violation of a health, fire, electrical, plumbing, building or zoning provision of the Village Code or ordinance which is imminently dangerous and hazardous.
3. A building or structure for which the costs of the repairs necessary to bring the building or structure into compliance with applicable provisions of the Village Code and ordinances would exceed the market value of the building or structure after the repairs would have been made, or when the owner or mortgagee cannot show that it has readily available and sufficient assets to make such repairs or where such repairs otherwise are economically infeasible.
4. A building or structure where an owner or mortgagee has failed to correct the code violation(s) that form the basis of an adverse order or judgment involving that building or structure, issued by a court of competent jurisdiction or an administrative adjudication hearing officer, within sixty (60) days of entry, unless such adverse order or judgment has been stayed by a court of competent jurisdiction.

B. Abatement.

1. 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, welfare, the code enforcement officer may temporarily secure the property at the expense of the owner or mortgagee, and may bring the violations before the administrative adjudication hearing officer as soon as possible to address the conditions of the property.
2. The Administrative Adjudication Hearing Officer shall have the authority to require the owner or mortgagee 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.

3. If there is a finding that the condition of the property is posing a serious threat to the public health, safety and welfare, the Administrative Adjudication Hearing Officer may direct the Village to abate the violations.

8-16-14: **ENFORCEMENT AND PENALTIES:**

- A. Except as otherwise set forth, any person found to be in violation of provision of this Chapter, shall be subject to a fine of not less than five hundred dollars (\$500.00) and not to exceed one thousand dollars (\$1,000.00). Each day a violation continues after due notice has been served shall be deemed a separate offense. Prosecution under this Section is a remedy cumulative to any and all other remedies at law and equity, including remedies provided in any applicable provision of the Village Code or ordinances, and/or under any applicable State Statute.
- B. All fees, costs, or charges assessed or incurred by the Village pursuant to this Chapter shall be a lien upon the real property. The lien shall be superior to all subsequent liens and encumbrances. The Housing Department shall file a notice of lien within two (2) years after such costs and expenses are incurred in the Office of the Cook County Recorder of Deeds. The lien may be enforced by proceedings to foreclose, such as in the case of mortgage and mechanic's liens.

8-16-15: **ADMINISTRATIVE ADJUDICATION:** Any violation of any provision of this Chapter, unless otherwise provided for, may be enforced pursuant to Title 13, "Municipal Code Violations, Chapter 1, Administrative Adjudication and Enforcement of Code Violations", of the Village of Dolton Municipal Code, and as amended from time to time, which provides for the administrative adjudication of certain ordinance violations. The Village Administrator may also direct the Village Prosecutor or the Village Attorney to proceed before any court having competent jurisdiction to enforce the provisions of this Chapter, including injunctive relief.

SECTION 4: Repealer; Severability. Any provision of the Village Code or ordinance heretofore adopted which is in conflict with the provisions of this Ordinance is, to the extent of such conflict, hereby repealed. If any provision of this Ordinance is determined to be void or illegal for any reason, such determination shall not affect the validity of the remaining terms thereof.

SECTION 5: This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or

regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Dolton that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect as May 1, 2017 and upon its passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2017.

RILEY H. ROGERS, Mayor

ATTEST:

MARY KAY DUGGAN, Clerk

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

**PROPOSED
AGREEMENT BETWEEN THE CITY OF _____
AND PROPERTY REGISTRATION CHAMPIONS CORP (PRC) A FLORIDA
CORPORATION AND A COMMUNITY CHAMPIONS COMPANY
(NEW ORDINANCE)**

This Agreement is made as of this ____ day of _____, 20__ by and between Property Registration Champions Corp (PRC), a Florida Corporation and a Community Champions Company, with offices at 2725 Center Place, Melbourne, FL 32940 ("PRC"), and _____, a _____ municipal corporation, with an address at _____ ("CITY").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the _____ Code of Ordinances, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City of _____; and,

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the CITY Commission adopted Ordinance "_____", the CITY's Property Registration Ordinance ("Ordinance"); and

WHEREAS, pursuant to the Ordinance the CITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance "_____", to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the CITY's property maintenance codes (hereinafter "foreclosed property").

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue-generating for the CITY.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. PRC RESPONSIBILITIES.

A. PRC will cite the CITY's Ordinance to mortgagees and proactively contact those that file a public notice of default, lis pendens, foreclosure action, and or take title to real property via foreclosure or other any legal means. PRC will electronically provide for registration of foreclosed properties in violation of applicable CITY ordinances.

B. PRC will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. PRC will investigate, report, or take corrective measures monthly to update property status

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of all foreclosed property electronically registered and in compliance with the relevant CITY ordinances.

C. PRC will charge a fee as directed by the CITY to each Registrant to register all mortgagees who comply with the Ordinance ("Registration Fee"). PRC shall retain \$100 of each collected registration fee and remit the balance to the CITY in consideration of the services provided. PRC shall forward payment of the CITY's portion of the registration fee to the CITY's Finance Department no later than the 15th day of the following month during the term of this Agreement. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges will be deducted from the remittance for the actual costs of said charges or subscriptions.

D. PRC agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the CITY's ordinances. The website will direct registrants to a hyperlink, www.proCHAMPS.com. The website found at www.proCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the CITY's Property Registration Codes.

E. PRC, will execute the CITY's website Link agreement and meet all CITY IT security, and anti-viral requirements.

F. PRC responsibilities will commence on the effective date of this agreement.

2. Indemnification:

A. PRC shall indemnify and save harmless and defend the CITY , its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of PRC, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney's fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by PRC and requires a specific consideration be given therefore. The parties therefore agree that

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the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by PRC. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. PRC will indemnify and hold CITY harmless for any negligent acts of PRC or for any violation of any intellectual property laws, contracts or statutes.

3. **EFFECTIVE DATE and TERM.** The effective date of this Agreement is the date signed. This Agreement will terminate two (2) years from the effective date. In addition, the parties may agree to renew this Agreement for an additional (3) three- one (1) year term(s) through the execution of a written amendment to this Agreement signed by both parties.

4. **TERMINATION.** This Agreement may be terminated by either Party with or without cause, immediately upon thirty (30) calendar day's written notice. Upon termination by CITY, PRC shall cease all work performed and forward to CITY any Registration Fees owed to the CITY.

5. **CONTRACT DOCUMENTS:** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

A. CITY Ordinance "_____", dated: _____ ;

6. **INSURANCE.** PRC shall provide and maintain in force at all times during the Agreement with the CITY , such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance as will assure to Placentia the protection contained in the foregoing indemnification undertaken by PRC.

A. Workers' Compensation Statutory limits with \$100,000 Employers Liability.

B. Commercial General Liability Insurance with limits of no less than \$1,000,000.00. Bodily injury shall include operations and premises liability, products and completed operations, owners, and contractor's protective liability and personal injury liability.

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C. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned,

non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

D. Errors and Omissions Insurance limits of liability provided by such policy shall be no less than \$1,000,000.00 to assure CITY the indemnification specified herein.

E. A Certificate of Insurance acceptable to the CITY shall be provided listing the above coverages and providing 30 days prior written notice to the CITY in the case of cancellation. The CITY shall be named as an additional insured and a certificate holder on the Commercial, General, Automobile, and Professional Liability Policies with a waiver of subrogation on the Workers' Compensation Employer's Liability Policy. A copy of the certificate shall be mailed to the CITY's Risk Management Department at the time PRC executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the CITY, and shall be provided to CITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.

8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

A. CITY shall have the right to audit the books, records and accounts of PRC that are related to this Agreement. PRC shall keep, in digital or hard copy format, whichever format PRC so chooses, such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. PRC shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless PRC is notified in writing by the CITY of the need to extend the retention period. Such retention of such records and documents shall be at PRC's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and

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accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to PRC's records, PRC shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PRC.

B. In addition, for a period of 6 (six) months following the termination of this agreement, PRC shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive information in digital or hard copy format, whichever format PRC so chooses, relating to matters of continuing significance.

9. **INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that PRC is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. PRC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PRC's activities and responsibilities hereunder. PRC agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This Agreement shall not be construed as creating any joint employment relationship between PRC and the CITY and the CITY will not be liable for any obligation incurred by PRC, including but not limited to unpaid minimum wages and/or overtime premiums.

10. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the CITY designate the following as the respective places for giving of notice:

CITY: _____

**PROPOSED
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CORPORATION AND A COMMUNITY CHAMPIONS COMPANY
(NEW ORDINANCE)**

Attention: CITY Manager

Copy To:

PRC: David Mulberry, President/CEO
2725 Center Place
Melbourne, FL 32940

Telephone No. (321) 421-6639
Fax No. (321) 396-7776

11. ASSIGNMENT. For purposes of this Agreement, any change of ownership of PRC shall constitute an assignment which requires PRC to notify CITY in advance. This Agreement shall run to the CITY and its successors and assigns.

12. AMENDMENTS. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. CITY acknowledges prior to this agreement registering properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the effective date of this Agreement, the CITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all properties registered by the CITY. All registrations and fees received by the CITY during the period from the data delivery date to the effective date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the CITY is unable to provide the agreed upon digital file then the CITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the CITY agrees to compensate PRC \$5.00 per property. Any data entry compensation due PRC will be withheld from future registration fees due the CITY per this Agreement.

14. BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. LAWS AND ORDINANCES. PRC shall observe all laws and ordinances of the CITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

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16. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

17. **WAIVER.** Any failure by CITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

18. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.

20. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.

21. **ENTIRE AGREEMENT.** This Agreement represents the' entire and integrated agreement between the CITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY/COUNTY/BOROUGH OF _____

Date: _____

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(NEW ORDINANCE)**

[Printed name of representative City of _____]

PRC

_____ Date: _____

[Printed Name of Officer]

Property Registration Champions Corp (PRC), a Florida Corporation
and a Community Champions Company
2725 Center Place
Melbourne, FL 32940

**VILLAGE OF DOLTON
RESOLUTION NO. 17 R-006**

**A RESOLUTION SUPPORTING THE DESIGNATION OF AN AUTHORIZED OFFICER TO ACT AS THE
AGENT FOR THE VILLAGE OF DOLTON REGARDING CERTAIN COOK COUNTY TAX INCENTIVES**

WHEREAS, the Cook County Board and the Office of the Assessor of the County of Cook ("Assessor"), State of Illinois has determined it to be in the best interests of the community to create a variety of real property classifications, in accordance with the nature and extent of residential, commercial and/or industrial uses; and

WHEREAS, the Cook County Board and the Assessor has developed various programs offering specific real estate tax incentives, as a tool for the attraction of residential, commercial and/or industrial investment capital for the purpose of new construction and/or the reinvestment of capital in existing residential, commercial, and industrial facilities; and

WHEREAS, the Cook County Board and the Assessor has determined a need for special marketing emphasis and/or tax reactivation programs within certain Cook County townships designated as being economically depressed, as a vehicle for the creation of new jobs and the retention of existing jobs within Cook County's commercial and industrial sectors; and

WHEREAS, the Village of Dolton, ("Village") corporate limits lie within the boundaries of the County of Cook; and

WHEREAS, specific Cook County Tax Incentives such as Class 6b, Class 7a, Class 7b, Class 7c, and Class 8 are now eligible to be supported by an authorized officer of the Village of Dolton as indicated in the Cook County Amended Ordinance 17-293 under Section 74-63. Assessment Classes, (7) Class 6b (a), (9) Class 7a (a), (10) Class 7b (a), (11) Class 7c (a) and (12) Class 8 (b); and

WHEREAS, the Mayor and the Board of Trustees of the Village of Dolton finds that designating such a person as an authorized officer is in the best interest of the Village of Dolton.

**NOW THEREFORE, BE IT RESOLVED, BY THE MAYOR AND BOARD OF TRUSTEES OF THE
VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS** as follows:

SECTION 1: The forgoing recitals are hereby declared to be the findings of the Mayor and Board of Trustees.

SECTION 2: In accordance with the requirements of Section 74-63. Assessment Classes of the Cook County Ordinance, the Mayor, with the advice and consent of the Board of Trustees, does hereby designate Riley H. Rogers as the authorized officer to provide the support letters needed for any qualified applicant requesting the Cook County Tax Incentives as indicated in the recitals.

SECTION 5: Through passage of this Resolution, the Board of Trustees demonstrates its support and consent for Riley H. Rogers to act on behalf of the Mayor and Board of Trustees regarding these Cook County Tax Incentive requests.

SECTION 6: This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2017.

RILEY H. ROGERS, Mayor

ATTEST:

MARY KAY DUGGAN, Village Clerk

Ayes:
Nays:
Abstain:
Absent:

**VILLAGE OF DOLTON
COOK COUNTY, ILLINOIS**

RESOLUTION NO. 17-007

**A VILLAGE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS
HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL
PROPERTY MUNICIPAL RELIEF PROGRAM**

WHEREAS, the Village of Dolton (the "Sponsor") has been awarded a grant (the "Abandoned Residential Municipal Relief Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Village of Dolton ("Sponsor") and the Village Clerk of the Village of Dolton are hereby authorized and empowered to execute and deliver in the name of or on behalf of the ("Sponsor") the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Mayor and the Village Clerk of the Village of Dolton be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVE, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PASSED BY THE VILAGE OF DOLTON BOARD OF TRUSTEES THIS _____ DAY
OF _____, 2017.

APPROVED:

RILEY H. ROGERS, Mayor

ATTEST:

MARY KAY DUGGAN, CLERK

Ayes:

Nays:

Abstain:

Absent:

VILLAGE OF DOLTON

RESOLUTION NO. 17 R-008

A RESOLUTION AUTHORIZING THE ADOPTION AND IMPLEMENTATION OF THE RAINREADY COMMUNITY PLAN

WHEREAS, the Village of Dolton has experienced local flooding in certain areas for a number of years, causing repeated and devastating damage to homes and businesses located in those areas; and

WHEREAS, the development of a flood resiliency plan for all Village residents and businesses is a priority of the Village; and

WHEREAS, Village residents and Village staff have worked with the Center for Neighborhood Technology's RainReady Program to develop a RainReady Community Plan ("Plan") for the Village which will help to mitigate and/or eliminate local flooding and property damage and to develop flood resiliency; and

WHEREAS, the Village desires to commit to the implementation of some or all of the recommendations contained in the Plan, including a number of specific initiatives and actions to mitigate flooding in public and private ways; to redevelop and maintain natural and man-made resources; and to educate residents, elected officials and staff members about the steps necessary to move towards flood resilience; and

WHEREAS, the Plan is supported by community leaders and flood victims in the Village, and are committed to supporting its implementation; and

WHEREAS, the Plan will be used to support the adoption of guidelines and standards for all new construction and redevelopment of man-made resources, including infrastructure and

structures, including buildings, parking lots, streets, recreation areas, sewers and waterways, rights-of-way, and natural habitat restorations; and

WHEREAS, it is recommended that the Plan be reviewed and updated as necessary at least every five (5) years; and

WHEREAS, the Village, through the adoption of the RainReady Community Plan, intends to ensure that future projects and plans take into consideration the unique way in which water affects the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: The corporate authorities hereby adopt the RainReady Community Plan, attached hereto as **Exhibit 1** and made a part hereof.

SECTION 2: This Resolution shall be in full force and effect from and after its passage, approval and publication s provided by law.

PASSED AND APPROVED this ____ day of _____, 2017.

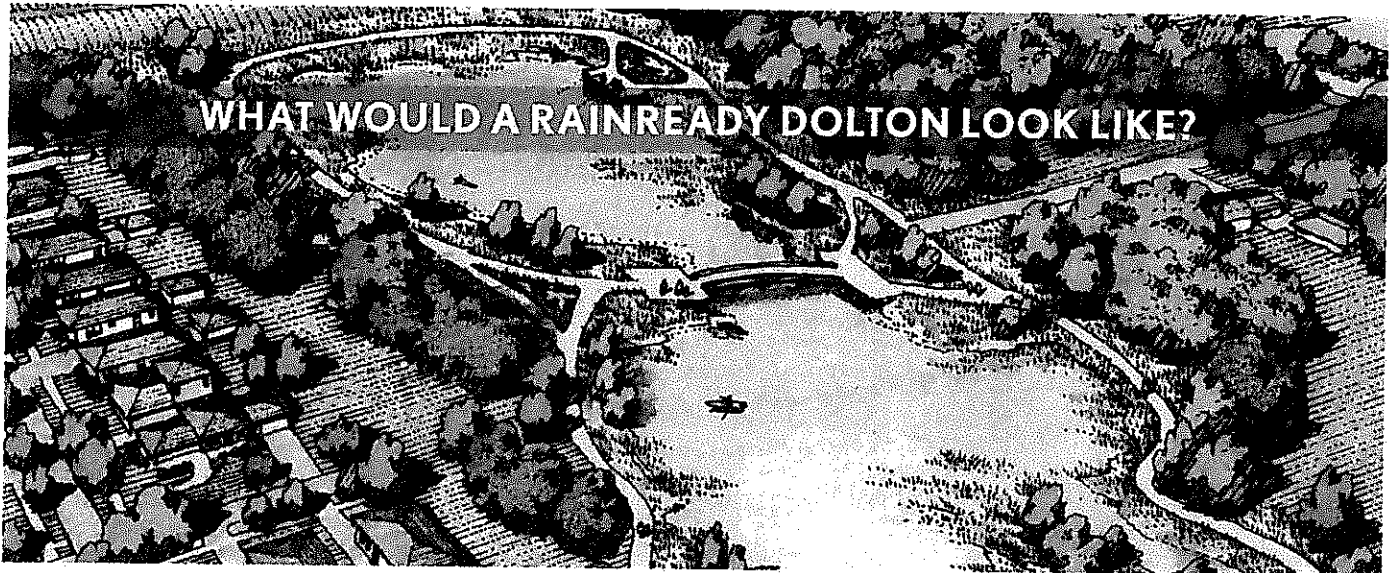
Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

RILEY H. ROGERS, Mayor

ATTEST:

MARY KAY DUGGAN, Village Clerk

A CITIZEN'S GUIDE TO A **RAINREADY DOLTON**



A RainReady Dolton would be a community where all residents and businesses benefit from flood relief in a way that also brings neighborhood beautification, retail activity, new jobs, recreation, and habitat conservation. In this community, public investment is transparent and fair.

In order to better understand Dolton's flooding risk, the Center for Neighborhood Technology (CNT), the U.S. Army Corps of Engineers, the RainReady Dolton Steering Committee, and the Village of Dolton joined together in February 2016. Throughout the year, this group met regularly, hosted community meetings, went door-to-door in the neighborhood, held seven public education workshops, reviewed over 100 plans and studies, and held five Steering Committee meetings. 72 residents filled out our flooding survey.

Together, we have established a shared vision and path toward a more flood-resilient Dolton: The RainReady Dolton Plan. This Citizen's Guide to a RainReady Dolton covers the highlights of the plan, for more information visit www.rainready.org/calumet-corridor.

A Path Forward

Dolton residents and municipal leaders are committed to addressing the flooding challenge in the Village. The path forward for the community includes targeted and coordinated investment in sewer maintenance and new green infrastructure projects that protect public and private property.

Equipped with the RainReady Plan, the Village now has a roadmap for reducing flooding issues in a way that also strengthens neighborhoods, increases economic activity, and brings new life to vacant areas. With modern and well-maintained infrastructure, the Village will be prepared to weather future storms—both large and small.

**KEEP READING FOR MORE INFORMATION ON THE
PATH AHEAD FOR DOLTON!**



**VILLAGE OF
DOLTON**
"A Community Working Together"



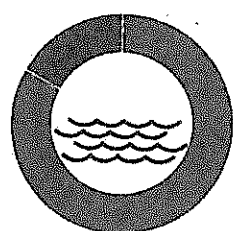
**US Army Corps
of Engineers**

Understanding the Problem

Like many of its neighbors, Dolton has been plagued by chronic floods for years. In recent years, the scope and severity of the floods have become significantly worse. A combination of increased impervious surfaces, aging and limited infrastructure, and changes in regional climate have left many Dolton residents, businesses, and infrastructure systems vulnerable to flooding. From 2007 to 2011, 4,047 flood-related insurance claims were filed, with more than \$10,500,000 dollars paid out in damages. Residents today suffer a mix of chronic basement backup, street and yard flooding, overbanking from the Little Calumet River, and foundation seepage. In 2015, the broader Calumet Corridor in which Dolton is located was identified by Cook County as the area that was "most impacted and distressed" by the April 2013 flooding disaster (DR-4116). Strategic policy changes and coordinated investment in green and grey infrastructure capital projects and ongoing maintenance will be part of the mix of solutions necessary to mitigate chronic flooding issues and large storms.

Additional investment will be needed to further protect residents across the Village of Dolton.

RainReady Dolton Survey Results



Respondents experiencing flooding problems*

83% Yes
17% No

72 survey respondents

\$4,704 is the average amount spent on stormwater-related repairs

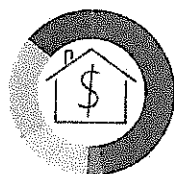
\$567 is the average amount residents are willing to invest to reduce risk of future damage

How does water enter properties?



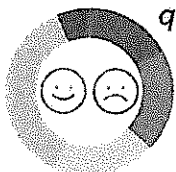
29 Backing up through drains
29 Seeping through walls
9 Flowing through doors/windows
14 Overflowing in yard
13 Overflow from street, creek, nearby body of water
4 Other
2 Don't know

What is the level of worry about flooding's impact on property value?



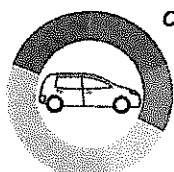
Extremely worried 48%
Very worried 3%
Moderately worried 14%
Slightly worried 21%
Not at all worried 14%

How much do heavy rains impact quality of life?



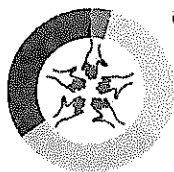
18% A great deal
21% A lot
21% A moderate amount
39% A little
7% Not at all

How much do heavy rains impact commute or other travel?



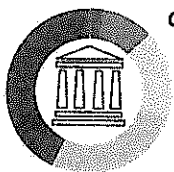
A great deal 19%
A lot 13%
A moderate amount 13%
A little 35%
Not at all 19%

What is the preparedness of the community to work together to find a solution?



0% Extremely prepared
4% Very prepared
31% Moderately prepared
31% Slightly prepared
35% Not at all prepared

How effective will local government officials be in addressing flooding issues?



Extremely well 3%
Very well 10%
Moderately well 17%
Slightly well 27%
Not at all well 43%

Source: RainReady Survey, 2015

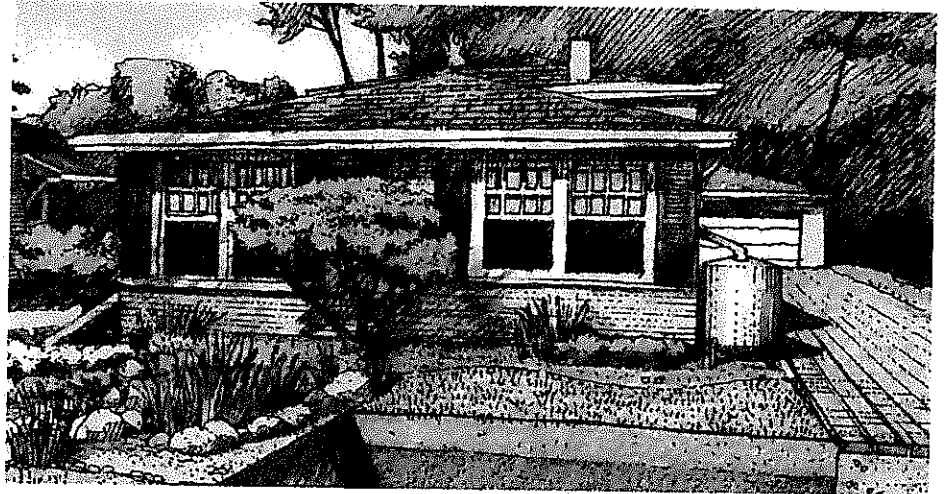
*Residents who answered "Yes" to the question "Do you think there is a problem with flooding in your area?" and "No" to the question "Do you think there is a problem with flooding in your area?" were excluded from the analysis.

Finding the Solutions

The path ahead for Dolton requires coordinated action at multiple levels. Fortunately, community residents, municipal staff, and elected representatives are aligned in their desire for a more beautiful, flood-resilient community. The RainReady Plan recommends the following priority projects from a comprehensive list of recommendations:

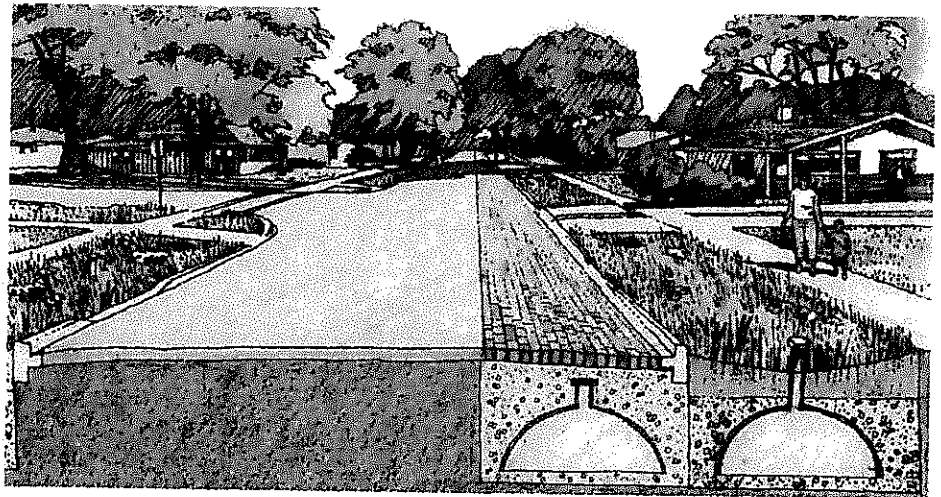
RESIDENTIAL PROGRAM

Establish a residential cost-sharing program to help homeowners recover from past storms and prepare for future storms. Under this program, residents would receive financial support for a complete home inspection and improvements targeted to reduce risk, such as check valves, overhead sewers, and rain gardens.



NORTHEAST NEIGHBORHOOD

The neighborhood of northeast Dolton has experienced flooding for many years. Reduce flood risk through a neighborhood greening program. Create a network of beautiful residential streets built to capture stormwater, increase property values, and make streets safer for walking, biking, and playing. Sidewalk improvements, bioswales, and tree plantings would be designed and maintained by local residents, reflecting their vision for a healthy Dolton. Improvements can be installed on a street by street basis, as neighborhood streets are slated to be repaved.



GREEN SCHOOLS

Invest in healthy schoolyards that soak up stormwater while creating safe and educational places to play. Playgrounds can be redesigned with large underground storage tanks to hold stormwater and reduce neighborhood flooding. The design has been tested, and kid-approved!



Quick Steps

We know that residents experience flooding every summer, and the need for help is urgent. Here are 7 solutions that homeowners should consider to reduce their risk today:

- **ASSESS YOUR PROPERTY.**

The first step to solving your flood problem is to understand how water falls on your property and flows through your pipes. If you have significant problems, you may need the help of an engineer, plumber, electrician, or landscape designer.

- **MAKE YARD IMPROVEMENTS.**

In order to prevent flooding and minimize the impact of water in your home and neighborhood, try to capture stormwater runoff using rain gardens, swales, dry wells, permeable paving, rain barrels, or cisterns.

- **ELEVATE YOUR APPLIANCES.**

If water regularly enters your home, place appliances, furnaces, hot water heaters, and electrical panels above the typical flood level on wood or concrete blocks.

- **HAVE YOUR BUILDING SEWERS CHECKED.**

Faulty pipes connecting your home to the municipal sewer system can exacerbate foundation damage and flooding in your home. Ensure that grease, waste, or tree roots are not obstructing the pipe and preventing wastewater from leaving the house.

- **RECLAIM YOUR PARKWAY.**

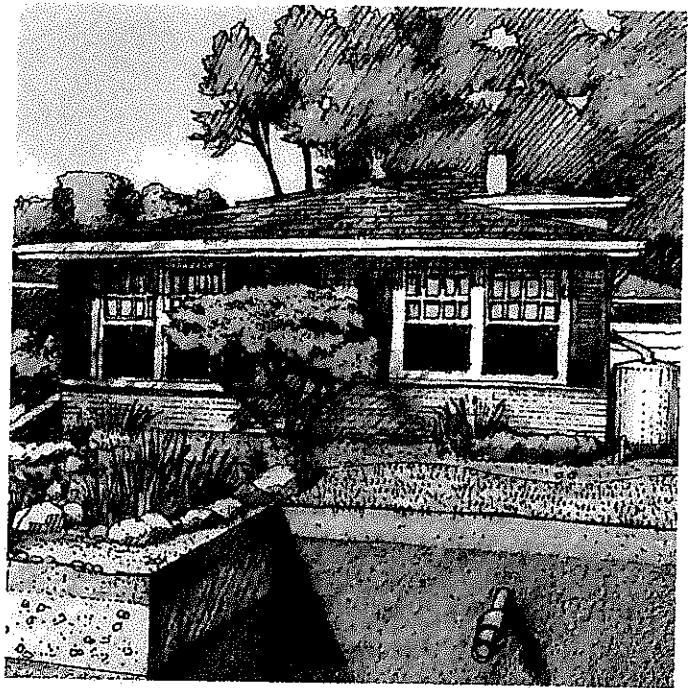
The strips between sidewalks and streets can be transformed into attractive green spaces that absorb stormwater runoff, reduce municipal maintenance costs, and beautify streets. Be sure to check your municipal code for which plants are permitted.

- **GET INSURED.**

There are several options available to protect you against the risk of water damage, including home insurance policies, flood insurance riders, and the National Flood Insurance Program (NFIP) established by FEMA and administered by your local insurance companies.

- **ADVOCATE FOR THE RAINREADY PLAN.**

This plan outlines solutions to community wide flooding. Get involved in your local Steering Committee to make sure the plan is implemented!



GET INVOLVED!

Community leaders joined together in 2016 to form the RainReady Dolton Steering Committee. The Committee will work in partnership with the municipality to implement the RainReady Dolton Plan, focused on sewer maintenance and investment in green infrastructure installation. They are motivated to beautify the Village, create activities for youth, establish new employment opportunities, educate residents, and advocate for implementation of the new sewer maintenance plan.

The RainReady Dolton Steering Committee meets monthly!

For more information contact Rebecca Raines at rraines@cnt.org or 773.269.2217.



Municipal Expertise. Community Commitment.

Ronald Smith, CFM
Direct Line: (708) 210-5548
Email: rsmith@reltd.com

April 25, 2017
REL Project 17-R0210

Village of Dolton
14122 Chicago Road
Dolton, IL 60416-1029

Attn: Mayor and Village Board of Trustees, Village of Dolton

Re: CDBG Street Resurfacing Project 1607-010
Bid Opening Results and Engineer's Recommendation to Award

Dear Mayor and Village Board of Trustees:

Per the direction of Mayor Riley H. Rogers and the Village Board of Trustees, Robinson Engineering prepared plans and specifications for the subject project. This project will be constructed utilizing a grant from Cook County CDBG Community Block Grant funding. The proposed improvements will consist of the removal of the existing roadway, base repair as needed, drainage structure adjustment, various curb and gutter and sidewalk replacement, ADA improvements at intersections, and repaving of the subject roadways. Below is a listing of the roadways to be improved.

CDBG #1506-012 Resurfacing Program – 4 Locations

Evers Street: 146th Street to 147th Street
Princeton Avenue: 146th Street to 149th Street
149th Street: Oak Street to Irving Avenue
147th Street: Dorchester Avenue to Dante Avenue
146th Street: Dorchester Avenue to Blackstone Avenue

Bid Opening Summary

A total of (3) three local prequalified contractors purchased bidding documents. The project was advertised in the Daily Southtown newspaper on Friday April 7, 2017 and posted conspicuously at Village Hall. A total of (2) two local contractors submitted a bid for the project. Sealed bids were received for the project at Village Hall up until 12:00PM local time on Monday April 24, 2017. The Sealed Bids were opened in public and read aloud by the Village Clerk Mary Kay Duggan on Monday April 24, 2017 at 12:10 PM for the subject project. A roster of the attendees can be found enclosed.

The bid results are as follows:

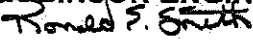
<u>Contractor Name</u>	<u>Office Location</u>	<u>As-Read Bid</u>	<u>As-Calculated Bid</u>	<u>Lowest Bid</u>
Gallagher Asphalt	Thornton, IL	\$244,469.30	Same	X
D Construction	Coal City, IL	\$251,370.30	Same	
K Five	Lemont, IL	No bid submitted	Same	
	Engineer's Estimate:	\$270,000		

We have reviewed the bids and found them to be correct and in order, and we feel that the bid reflects the market as it exists today and the Village should not reasonably expect to get lower bids through re-bidding. Therefore, at this time we recommend the Village award the contract to the lowest most responsible bidder, Gallagher Asphalt, in the amount not to exceed Two Hundred Forty-Four Thousand Four Hundred Sixty-Nine Dollars and Thirty Cents (\$244,469.30). The bid checks of the unsuccessful bidders can be returned at this time.

The Village of Dolton has budgeted a specific amount of funds for the construction of this project. It is recognized that the cost to complete the work at all locations listed within these special provisions and the contract drawings may vary from the budgeted amount. Bidders are hereby notified that the Village of Dolton reserves the right to adjust, add, or delete line items and/or locations within the project limits contained in this contract at its sole discretion to keep the construction cost near the estimated budget. It shall be understood and agreed that the contract unit prices shall prevail regardless of changes to the contract quantities which may be made subsequent to the contract award. By submitting a bid, the successful bidder agrees to be bound by said unit prices, and will not make claims for adjustments due to work which may be added or deleted from the project.

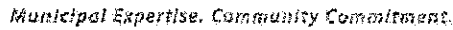
A copy of an itemized tabulation of prices bid by all bidders for various pay items is enclosed herewith for your reference and records. Should there be any questions on this matter, please feel free to call or email me at the contact information listed.

Respectfully Submitted,
ROBINSON ENGINEERING, LTD.


Ronald E. Smith, CFM
Village Engineer

R:\2016-2019\17-R0210.DL\16-R0325\17-R0210 Bid Review and Award Recommendation Letter.DOC
Encl.

xc: Mary Kay Duggan Village Clerk, Village of Dolton (w/encl.)
Stan Urban Village Administrator, Village of Dolton (w/encl.)
Matt Stacey Public Works Superintendent, Village of Dolton
Attorney John Murphy, ESQ. Village Attorney (w/encl.)
Tim Kleist, Cook County Bureau of Planning & Development (w/encl.)



VILLAGE of DOLTON
STREET RESURFACING PROGRAM
CDBG PROJECT NO.: 1607-010
APRIL 24, 2017 12:00PM
BID OPENING ATTENDANCE ROSTER

[illegible]



Bidders List

Steven Kaminsky

Project: Village of Dolton
2016 CDBG Street Resurfacing Program

CDBG No.: 1607-010
REL Project No.: 17-R0210

Bid Opening: April 24, 2017
12:00PM

Prequalification Required REL/IDOT

Cut Off: April 21st 12:00PM

Bidders	Bid Bond (Y/N)	Amount of Bid
Gallagher Asphalt	Y	\$ 244,469.30
D. Construction	Y	\$ 251,370.30
K-Five Construction		