



Nuisance Abatement Partnership Program Application

Please send completed applications to: 1601 Chicago Road, Chicago Heights, IL 60411

Basic information:

Name: _____ Organization/Company (if applicable): _____

Home Address: _____

Email: _____ Business Number: (____) _____--____ Cell Number: (____) _____--____

Property Information:

Which property are you interested in maintaining?

Address: _____

PIN #: _____

Proposed Use:

☐ Green Space

☐ Site Development

I intend to:

Applicant History:

Does the applicant have an ownership interest in any other real property within the City of Chicago Heights? ☐ Yes ☐ No

If Yes, please list the address of each piece of real property below that the applicant has an ownership interest in within the City of Chicago Heights, and indicate whether that property is owned by you as an Individual, or as a member, partner, principal of an LLC, Corporation, Partnership or other entity. If needed, please attach additional pages.

Are there any open code violations or delinquent taxes or water bills on any of the properties you currently own or have an ownership interest in?
☐ Yes ☐ No If yes, please explain below.

Please note: Application will be rejected for delinquent taxes or water bills, or open code violations without an adequate explanation.

Signature Line:

The applicant certifies to the truth of the matters contained in this application and agrees to provide any other documents upon request. The applicant further certifies they read and understand the NAPP Agreement.

Signature

Date

Print name



City of Chicago Heights
Nuisance Abatement Partnership Program (NAPP)

NAPP PARTNERSHIP AGREEMENT

WHEREAS, the City of Chicago Heights is a Home Rule Unit of government pursuant to the State of Illinois Constitution of 1970 and, thereby may promulgate any rule or regulation for the benefit of its citizens; and,

WHEREAS, _____ is the legal owner of record of the real estate located at _____, Chicago Heights, IL 60411, (hereinafter "*Subject Property*") PIN#:

_____ said property which is an abandoned, unmaintained, vacant lot that has been delinquent on taxes for in excess of two years, and, whereas, the Subject Property has become a blight upon the neighborhood and City; and, whereby all practical attempts to locate and contact the record owner have been futile; and, consequently the property has been deemed a "public nuisance" by the Code Enforcement Director under the authority of the City Code of Ordinances Chapter 21, Article VI, *et seq*; and,

WHEREAS, _____ (NAPP Partner's name) of _____ (address) has applied to the City to be a NAPP Partner and take temporary control of the Subject Property for the purpose of remediating the existing conditions causing the property to become a public nuisance and to continue to maintain the subject property in order to prevent the reoccurrence of the nuisance conditions; and,

WHEREAS, such remediation and ongoing control of the subject property would: eliminate its current nuisance condition and prevent the reoccurrence of same; and, generally enhance the appearance, security and home values within the neighborhood of the Subject Property; and,

WHEREAS, the City wishes to enter into agreement with the Applicant for his/her participation in the NAPP Program and the Applicant wishes to enter into an agreement with the City to participate in the NAPP program; and,

WHEREAS, the Mayor and City Council believe that it is in the best interest of the City to enter into a NAPP Agreement with Applicant in order to eliminate the aforementioned nuisance condition of the Subject property and to promote the general health and welfare of the Citizens of Chicago Heights:

IT IS THEREFORE AGREED AS FOLLOWS:

1. That the above recitals are incorporated herein as though specifically set forth;
2. That Applicant hereby agrees to take control of and maintain the vacant lot located at _____, Chicago Heights, IL and to eliminate all existing nuisance conditions on the Subject property and to maintain said property so as to prevent the reoccurrence of said nuisance conditions and any other nuisance conditions.
3. Applicant agrees to maintain the lot as set forth in paragraph 2 at his own expense without any contribution towards such expenses from the City.
4. Applicant acknowledges that he/she has been provided with a copy of Ordinance #2019 - 12 entitled "The Chicago Heights Nuisance Abatement Partnership Program" and that he has read and understands same, and Applicant agrees to abide by all conditions and terms set forth in said Ordinance.
5. Applicant agrees that Ordinance #2019 - 12 is incorporated into this agreement as though specifically set forth and Applicant acknowledges that said Ordinance is attached hereto as Exhibit A.
6. Applicant understands and agrees that he will acquire no legal ownership interest in the Subject Property by participating in this agreement and/or by undertaking temporary control of the property, and that applicant must relinquish control of the property upon demand of the City or a *bona fide* legal owner of the property.
7. Applicant generally releases, holds harmless, indemnifies and will defend the City from any and all claims, actions, causes of action, responsibility or liability for any action or debt arising out of this agreement and Applicant's use and control of the subject property.

Signature page follows

AGREED AS OF THIS _____ DAY OF _____, 2019.

For Applicant:

Signature

Printed name & title

For City of Chicago Heights:

Signature

Printed name & title

ORDINANCE # 2019 - 12 .

AMENDING CHAPTER 21 OF THE CITY CODE OF ORDINANCES
REGULATING NUISANCES

WHEREAS, The City of Chicago Heights is a Home Rule unit pursuant to the Constitution of the State of Illinois of 1970, and thereby may promulgate rules for the benefit of its citizens; and,

WHEREAS, it is in the best interest of the City Council to update its Code of Ordinances from time to time to acknowledge changes in technology , the law and to ensure the City's ability to efficiently and economically operate; and

WHEREAS, the number of abandoned, unmaintained, tax delinquent vacant lots within the City has reached epidemic proportions which burden city resources, finances, neighborhoods, home values, public safety and the general welfare of the citizenry; and,

WHEREAS, the task of maintaining such abandoned lots has become overwhelming to the City and the expense of employing private contractors and City personnel to maintain said lots and remediate such reoccurring nuisances caused by their unmaintained state is adversely affecting the finances of every City Department and the general welfare of the city residents; and,

WHEREAS, Chapter 21 - 74, *et seq.* of the City of Chicago Heights Code of Ordinances establishes that unmaintained lots, weeds and grass are "nuisances" and that the City may remediate such nuisances after proper notice has been given to the property owner of record and there has been a subsequent failure to remediate said nuisance; and,

WHEREAS, the City Code and the City's Home Rule powers authorize it to contract with independent parties to perform City services; and,

WHEREAS, it is self evident that grass, weed, lawn and maintenance nuisances are recurring by nature and that remediation must occur on a regular constant and ongoing basis; and,

WHEREAS, the Corporate authorities wish to establish a volunteer program whereby the citizens of Chicago Heights may assist in the ongoing remediation of the nuisances created by vacant abandoned unmaintained lots as previously set forth:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHICAGO HEIGHTS, COOK COUNTY, ILLINOIS

Section 1. That the above recitals are incorporated herein as legislative findings as though specifically set forth;

Section 2: That Chapter 21 entitled "Nuisances and Offensive Conditions", is hereby amended with the Addition of a new Article VII, Sections 21-103 through 21- 112, said Article VII, which shall be entitled **the Chicago Heights Nuisance Abatement Partnership Program**" and shall hereinafter be known as "**NAPP**" and which shall read as follows:

"Chapter 21
Nuisances and Offensive Conditions

Article VII – the Chicago Heights Nuisance Abatement Partnership Program (NAPP)

Section 21-103: Purpose: the purpose of the NAPP program is to create a mechanism whereby the Corporate Authority and volunteer City residents may partner to jointly battle the adverse effects of abandoned unmaintained vacant lots which overburden city resources, finances, neighborhoods, home values, public safety and the general welfare of the citizenry.

Section 21-104: Declaration of Certain Vacant Lots as a "Public Nuisance":
Pursuant to its Home Rule powers and the City of Chicago Heights Code of Ordinances the City hereby declares vacant privately owned lots, which are unmaintained, abandoned and tax delinquent for in excess of two years to be "public nuisances."

Section 21-105: Legislative Establishment of the Chicago Heights Nuisance Abatement Partnership Program "NAPP": There is hereby established the "Chicago Heights Nuisance Abatement Partnership Program" to be known as "NAPP." Pursuant thereto, the City Code Enforcement Director, or other Designee of the Mayor is hereby authorized to enter into a written NAPP agreement with a private citizen or legal entity wherein such private citizen or legal entity obligates him/herself to undertake the ongoing

remediation of the nuisance conditions caused by a vacant lot as identified in Section 21-104 above and as specified by the Code Department Director in the NAPP Application and hereinafter referred to as the "subject property". The NAPP partner shall undertake said obligation at his sole cost and expense without contribution by the City.

Section 21-106: Responsibilities of participating NAPP partner: The NAPP partner must:

- a) Maintain the subject property so that said property is at all times compliant with the City Code of Ordinances.
- b) Maintain the subject property to ensure that the specific nuisance condition(s) identified by the Code Director in the NAPP agreement is remediated on an ongoing basis so as to control and prevent reoccurrence.
- c) Maintain the property in a safe clean condition.
- d) Remove any improvements made to the subject property by the NAPP partner on demand of the city in the event of termination of the NAPP Agreement.
- e) Obtain a Certificate of Insurance issued under the NAPP partners homeowners policy (if available) covering the subject property and naming the City as an "additional insured."
- f) Follow such other Direction as the Code Director may provide and as are set forth in the NAPP application, agreement or otherwise.

Section 21-107: Powers of participating NAPP partner: the NAPP partner is hereby authorized to:

- a) take all reasonable actions necessary to remediate existing nuisances as identified by and set forth in the City Code of Ordinances, including, but not limited to the cutting of grass, removal of weeds, cleaning and maintenance of the subject lot and shoveling of snow where applicable;
- b) take such measures as are necessary to control the reoccurrence of the nuisance condition, i.e., spraying of growth retardant, measures to counter water runoff, etc...
- c) take such actions as are necessary to secure the subject property from access by the general public. i.e., erect fencing or implementation of lighting or other security measures, as long as, such measures are compliant with City Code.
- d) Order a survey for the Subject Property at the NAPP partners own expense. If same is ordered a copy shall be provided to the City.
- e) Otherwise be availed of the personal use of the subject property for the duration of the NAPP agreement.
- f) Cancel the NAPP partnership with the City upon written notice delivered to the City Code Enforcement Director at 1601 Chicago Road, Chicago Heights, IL.

Section 21-108: Limitations on authority, control and legal interest of NAPP partner:

A NAPP partner shall not as a result of participation in said program:

- a) Acquire any type of legal ownership interest in the subject property.

- b) Construct any type of permanent improvement on the subject property, except for fencing, lighting or other security measures as set forth above in section 21-107 and as approved by the Code Enforcement Director.
- c) Preclude entry onto the subject property by an officer or official of the City or a putative interest holder of the property who provides reasonable documentation reflecting such ownership.
- d) Record any memorandum of interest with the Office of the Recorder of Deeds; nor cause or allow the subject property to become encumbered by a mortgage or lien of any nature.
- e) Shall upon being presented with proof of ownership of the subject property by a putative owner relinquish and release control of the subject property to said owner.
- f) Shall relinquish and release all right and interest to the rightful owner of any improvements made to the subject property.
- g) Shall advise the Code Director if a putative owner presents a demand for the control of the subject property.

Section 21-109: NAPP Partner Acknowledgement: By signing the NAPP Agreement and participating in the NAPP program, the NAPP Partner agrees and acknowledges that the subject property placed under his control is for the purpose of assisting the City with nuisance remediation. The consideration for a NAPP partner's remediation efforts is his/her ability to use the subject property for the duration of the NAPP Agreement. Partner shall receive no legal interest in the subject property and acknowledges that the City has no legal ownership interest in the subject property. The rights and powers given to the NAPP partner hereunder arise solely from the City's legal authority to abate and remediate nuisances and its authority to contract for services to do so.

Section 21-110: Rights & Responsibilities of the City: The City shall:

- a) Order a tract search of the Subject Property's title history to identify interested parties.
- b) Mail a Notice of Determination (as set forth below) to the record owner and property tax assessee of the Subject Property and maintain a copy of same in the Subject Property's NAPP file.
- c) Promptly conduct inspections of and/or issue permits for work on the Subject Property submitted by the NAPP partner.
- d) May cancel the NAPP Agreement with the Napp partner at any time upon written notice delivered or mailed to said partner. Mailed Notice shall be deemed delivered on the 4th day after mailing.

Section 21-111: General Release, Hold Harmless and Indemnification: By signing the NAPP Application and Agreement, the NAPP partner generally releases, holds harmless, indemnifies and agrees to defend the City of Chicago Heights, its officers, elected officials and employees from any and all claims, lawsuits, civil actions, liabilities, debts or other responsibilities arising from entering into and participating in the NAPP program and having control over the subject property.

Section 21-112: DETERMINATION & NOTICE.

a) **Determination:** Upon application to participate in the NAPP program the Director of Code shall initiate an investigation to determine whether the applied for subject property meets the criteria to be declared a public nuisance as set forth in Section 21-104 above. If the Director determines that the subject property meets the criteria as a public nuisance, he shall note such determination on the City's subject property file. The Director shall also advise Corporation Counsel of said Determination.

b) **NOTICE:** Pursuant to the above determination, Code Director shall mail a Notice of Determination and a Notice to Remediate the identified nuisance to the record owner of the property and property tax Assessee according to the records of the Cook County Recorder and Treasurer in accordance with Chapter 21-78 of the City Code and remediation of the condition shall be in accordance thereto.

If the nuisance condition is not remediated and no reply is received to the Notice issued above within seven days of mailing, the Subject property shall be formally designated as a "public nuisance", and the Code Enforcement Director shall be and hereby is authorized to execute a NAPP Agreement with an applicant for ongoing temporary control of the subject property for the purpose of remediating the reoccurring nuisance condition."

Section 3: That this Ordinance shall be effective immediately upon its adoption and approval by the Mayor and City Council of the City of Chicago Heights and publication as may be required by law.

PASSED AND APPROVED this 5th Day of June, 2019.

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED:

Mayor David A. Gonzalez

Date

ATTEST:

CITY CLERK LORI WILCOX

City.ordinance.NAPP..5-23-19