

ORDINANCE NO. 2018-06

**AN ORDINANCE APPROVING
THE SALE OF REAL PROPERTY, A TEMPORARY ACCESS AGREEMENT,
AND NEGOTIATION OF A REDEVELOPMENT AGREEMENT
PURSUANT TO THE TAX REACTIVATION PROGRAM
OF THE VILLAGE OF MAYWOOD – NATIONAL CYCLE, INC.**

WHEREAS, the Village of Maywood (the “Village”) has the authority to acquire various parcels of real property pursuant to its responsibility to protect the public health, safety and welfare, and has acquired title to numerous parcels of vacant, surplus real property pursuant to such authority; and

WHEREAS, the President and Board of Trustees of the Village of Maywood are authorized, under the Village’s home rule powers, to sell land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary and in the best interests of the Village; and

WHEREAS, the Village has enacted a Tax Reactivation Program to establish procedures for the sale of surplus property for the purposes of redeveloping or rehabilitating the same; and

WHEREAS, the Village of Maywood is the legal owner of a strip of land approximately fifty (50) feet wide running from the western boundary of the 19th Avenue right-of-way on the east to the western boundary of the Village on the west, located north of Adams Street and south of Maywood Drive, in the Village of Maywood, County of Cook, State of Illinois, comprised of PINs 15-15-102-013, -015, and -017; and

WHEREAS, the Village is in receipt of an offer from National Cycle, Inc. (“National Cycle”) to purchase a portion of the above-described Village-owned property, consisting of all of PIN 15-15-102-013 and an estimated 12,421 square foot portion of PIN 15-15-102-015 (the “Subject Property”), pursuant to the Tax Reactivation Program, for a total purchase price of Five Thousand and 00/100 Dollars (\$5,000.00) for the purpose of facilitating the expansion of National Cycle’s existing facility on adjacent property located at 2200 S. Maywood Drive (the “Adjacent Property”), the creation of a detention basin associated with the development and expansion of the existing facility on the Adjacent Property, and for ingress and egress purposes to the expanded existing facility on the Adjacent Property; and

WHEREAS, the Subject Property proposed to be purchased by National Cycle (the “Subject Property”) is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Subject Property is currently vacant property; and

WHEREAS, the Subject Property lies within the Village's Madison Street/5th Avenue Tax Increment Financing ("TIF") District. Pursuant to Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4), the Village is authorized to sell the Subject Property in the manner and at such price as the Village finds reasonably necessary to achieve the objectives of the TIF redevelopment plan and project; and

WHEREAS, the Village President and Board of Trustees of the Village of Maywood find and determine that the Subject Property is surplus property and that it is desirable, reasonable, necessary, and in the best interests of the Village to convey fee simple title to the Subject Property to the Purchaser in compliance with the terms and conditions of the Maywood Village Code relative to the sale of real property under the Tax Reactivation Program, for a purchase price of Five Thousand and 00/100 Dollars (\$5,000.00), for redevelopment as described above, subject to negotiation and approval of a mutually agreeable TIF redevelopment agreement between the parties, and approval by the Village of a plat of resubdivision and such other approvals as are necessary to consummate the conveyance and to effectuate the terms of the TIF redevelopment agreement; and

WHEREAS, the Village is authorized under its home rule powers set forth at Article VII, Section 6 of the Illinois Constitution of 1970, Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4), and the Tax Reactivation Program of the Maywood Village Code, to sell the Subject Property to Purchaser pursuant to the Tax Reactivation Program and the terms and conditions contained therein; and

WHEREAS, the Village President and Board of Trustees have previously authorized the sale of the Subject Property pursuant to different conditions in earlier resolutions and ordinances, but such sale was never consummated and no Redevelopment Agreement relative to the Subject Property was ever executed.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That each of the recitals above is incorporated by reference into this Section 1.

SECTION 2: That, pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970, Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4) and the Tax Reactivation Program of the Maywood Village Code (Chapter 156), the Village President and Board of Trustees declare the Subject Property to be surplus property subject to sale under the Village's Tax Reactivation Program. The Village Manager, or his or her designee, working in conjunction with the Village Attorney and Community Development staff, is authorized and directed to negotiate a TIF redevelopment agreement with National Cycle, Inc. to include terms and conditions of the Tax Reactivation Program and

National Cycle's proposal, and to take such steps as he deems necessary in order to effectuate the sale of the Subject Property to National Cycle for the purchase price of Five Thousand and 00/100 Dollars (\$5,000.00), following a public hearing and review and approval of said redevelopment agreement by the President and Board of Trustees. Should the parties fail to reach agreement on the terms and conditions of a TIF redevelopment agreement, no sale of the Subject Property shall take place.

SECTION 3: The President and Board of Trustees further authorize the execution by the Village President and Village Clerk of an "Authorization, Acknowledgement and Indemnification for Investigation and Temporary Access on Certain Village-Owned PINS Adjacent to 2200 S. Maywood Drive, Maywood, Illinois," in substantially the form attached hereto as **Exhibit B** and made a part hereof, for the purpose of allowing National Cycle to commence its initial due diligence testing and activities on the Subject Property.

SECTION 4: Ordinance No. CO-2013-19, approved by the President and Board of Trustees on March 13, 2013, authorizing the sale of, and execution of a redevelopment agreement relative to, the Subject Property and additional Village-owned property, is hereby repealed.

SECTION 5: Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. This Ordinance shall take effect from and after its adoption and approval and publication as required by law.

ADOPTED this 20th day of February, 2018, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAYS: None

ABSENT: None

APPROVED this 21st day of February, 2018, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

Exhibit A

Legal Description of Subject Property

PARCEL 1:

THE SOUTH 50 FEET OF LOT 15 LYING EAST OF A LINE DRAWN 1123.32 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 15 IN THE COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST ½ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-15-102-013

PARCEL 2:

A PORTION OF:

THE SOUTH 50 FEET OF LOTS 9 AND 10 (EXCEPT THE EAST 40 FEET OF LOT 9) IN THE COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST ½ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-15-102-015 (A PART OF) (A Legal Description of the Portion of Parcel 2 that is to be conveyed has not been developed at this time)

ADDRESS: A 50-Foot Wide Strip of Land Lying Immediately South of Property Commonly Known as 2200 S. Maywood Drive, Maywood, Illinois 60153.

Exhibit B

**Authorization, Acknowledgement and Indemnification
for Investigation and Temporary Access on Certain Village-Owned PINS
Adjacent to 2200 S. Maywood Drive, Maywood, Illinois**

(attached)

**Authorization, Acknowledgement and Indemnification
for Investigation and Temporary Access on Certain Village-Owned PINS
Adjacent to 2200 S. Maywood Drive, Maywood, Illinois**

This Authorization, Acknowledgment and Indemnification for Investigation and Temporary Access on Certain Village-Owned PINS Adjacent to 2200 S. Maywood Drive, Maywood, Illinois ("Agreement") is entered into this ____ day of _____, 2018, by and between the **Village of Maywood**, an Illinois home rule municipal corporation (the "Village") and **National Cycle, Inc.**, an Illinois corporation (the "Developer").

WHEREAS, the Village owns, operates, maintains or otherwise controls certain real property located immediately south of the existing property and facility owned by Developer at 2200 S. Maywood Drive, in the Village of Maywood, County of Cook, State of Illinois. The real property is currently vacant and unimproved, and consists of PIN 15-15-102-013-0000 and a part of PIN 15-15-102-015-0000. The real property is legally described on **Exhibit "1"** attached hereto (the "Subject Property"); and

WHEREAS, as part of the Developer's due diligence activities proposed to be available under a Redevelopment Agreement to be entered into by the parties, the Developer intends to hire and employ certain consultants to determine the nature and scope of any environmental issues that may exist on the Subject Property and to perform engineering and soil tests on the Subject Property so that it can make an informed decision concerning the environmental condition of the Subject Property prior to deciding whether to purchase the Subject Property pursuant to the Redevelopment Agreement and to develop it for commercial use; and

WHEREAS, Developer also desires to gain access to the Subject Property and structure thereon for purposes of preparing the Subject Property to meet MWRD requirements (collectively, with the environmental and other testing, the "**Work, Inspections and Reviews**"). Developer understands and acknowledges that any Work, Inspections and Reviews undertaken by it prior to Closing shall be at its sole risk and expense, and that the Village shall in no way be obligated to make reimbursement to it for such work should Closing not occur for any reason.

WHEREAS, as part of such Work, Inspections and Reviews, the Village grants to the Developer and its contractors, permission to conduct a Phase I and/or Phase II environmental site assessment of the Subject Property and to install soil borings on and collect soil samples from the Subject Property, to perform any other testing necessary to establish the environmental conditions currently existing on the Subject Property, and to perform reviews, investigations and site preparation required by MWRD per the Village engineers approval. Further, the Village agrees to cooperate with the Developer and its employees, engineers, attorneys, contractors, subcontractors and agents (hereinafter referred to as the "Developer Affiliates") to allow them to conduct the Work, Inspections and Reviews as set forth below in this Agreement.

NOW, THEREFORE, the Village grants to Developer and the Developer Affiliates permission to enter onto the Subject Property to perform the Work, Inspections and Reviews in accordance with the following terms and conditions:

1. The Village authorizes and grants a license to Developer and the Developer Affiliates to take soil borings on the Subject Property, and to collect soil samples from those borings in order to assess the soil conditions, to perform any other testing necessary to establish the environmental conditions currently existing on the Subject Property, and to perform reviews,

investigations and site preparation required by MWRD per the Village engineers approval, as well as any other work related to Developer's intended use of the Subject Property. The Village authorizes and grants the Developer and the Developer Affiliates access to and from the drilling location and Subject Property in general for the necessary equipment, tools and vehicles for the soil boring operations and other Work, Inspections and Reviews. The Developer and the Developer Affiliates shall at all times conduct the Work, Inspections and Reviews in compliance with all laws and ordinances and in such a manner as to minimize hazards to vehicular and pedestrian traffic. The Developer and the Developer Affiliates shall not interfere with the Village's use of the Subject Property or operations during the course of the Work, Inspections and Reviews authorized by this Agreement. The Developer shall bear all costs and expenses associated with the Work, Inspections and Reviews conducted under this Agreement.

2. The Developer shall give the Village a minimum of seven (7) calendar days advance written notice of the date on which the Developer and the Developer Affiliates plan to enter onto the Subject Property for the purpose of performing any Work, Inspections or Reviews or any portions thereof as contemplated by this Agreement. The Developer and Developer Affiliates shall schedule the Work, Inspections and Reviews on days and times mutually acceptable to the Village. The Developer and the Developer Affiliates will only enter the Subject Property at a date and time acceptable to the Village. At least twenty-four (24) hours prior to any Work, Inspections or Reviews on the Subject Property, the Developer shall submit to the Village a reasonably satisfactory description of the proposed Work, Inspections or Reviews, including site plans and engineer's drawings, as appropriate. All of the Developer and Developer Affiliates' activities on the Subject Property shall be coordinated on-site with the Village.

3. The Developer shall consult with the local utility companies to determine the existence and location of electrical, gas, water, cable and telephone service on the Subject Property. The Developer shall be solely responsible for selecting the location for the soil borings. The Developer shall indemnify and hold the Village harmless from any and all liability that may be incurred by damage or repair to utilities caused by the acts of the Developer and the Developer Affiliates. Developer shall indemnify and hold the Village, its officers, its elected and appointed officials, including the mayor and board of trustees, servants, employees, agents, volunteers, the Village Engineer (Edwin Hancock Engineering Company), the Village Attorney (Klein, Thorpe and Jenkins, Ltd.), and successors and assigns both in their individual and official capacities (hereinafter collectively referred to as "Village Affiliates") harmless from any and all liability that may be incurred by damage or repair to utilities caused by the acts of Developer, its employees, servants, subcontractors and agents.

4. In consideration for the Village's agreement to permit the Developer, and the Developer Affiliates, to enter the Subject Property to perform the Work, Inspections and Reviews contemplated by this Agreement, the Developer agrees as follows:

- A. Developer, its successors and assigns shall defend, indemnify and hold harmless the Village Affiliates and each of them, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages, and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village Affiliates may incur from or on account of (either directly or indirectly) the Work, Investigations and Reviews performed hereunder, including but not limited to any Losses incurred which are based on tort law, wrongful death, and/or a personal injury claim, suit or action and/or any Losses relating to environmental or other

investigation, cleanup, abatement, construction, repair, and analysis, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred relating to (i) any condition of the Subject Property or the structure thereon (including the groundwater thereunder) or the existence of Hazardous Substances (herein defined as that term is defined in 42 U.S.C. §9601(14), Hazardous Waste (herein defined as that term is defined in 42 U.S.C. §6903(5)) or Petroleum (herein defined as that term is defined in 42 U.S.C. §6991(8)), on or emanating from the Subject Property (including the groundwater thereunder); (ii) the violation or claimed violation on the Subject Property (including the groundwater thereunder) of any environmental law or regulation (including civil penalties sought to be imposed by governmental authorities for such violations); (iii) any condition of any property (including groundwater) or surface water alleged to have been caused by the migration, transportation, release (as defined by 42 U.S.C. §9601(22)) or threatened release (as defined by 42 U.S.C. §9601 (22)) of Hazardous Substances, Hazardous Waste, or Petroleum on or from the Subject Property (including the groundwater thereunder); and the imposition of any lien for the recovery of any costs related to the migration, release, or threatened release of Hazardous Substances, Hazardous Waste, or Petroleum (or allegations of the same) on or from the Subject Property (including the groundwater thereunder).

- B. Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village Affiliates, and each of them, for any claim suit, or action, whether or not well founded in fact or in law, which Developer, its contractors or employees have, or may have, arising out of any evaluation, examination, testing, sampling, environmental appraisal, repair work, rehabilitation work or other work conducted by Developer, its contractors or employees at or on the Subject Property. Notwithstanding any other provision of this Agreement, as between the Village Affiliates on one hand, and Developer, on the other hand, under no circumstances shall the Village Affiliates be liable for Losses arising from any condition on the Subject Property or Hazardous Substances, Hazardous Waste, or Petroleum emanating from or contained in the Subject Property (including the groundwater thereunder), and the duty to defend, hold harmless and indemnify under this Paragraph 4 shall apply to all such Losses.
- C. Developer understands, acknowledges and agrees that any Work, Inspections and Reviews undertaken by it prior to Closing shall be at its sole risk and expense, and that the Village shall in no way be obligated to make reimbursement to it for such work should Closing not occur for any reason.

5. The Village understands that this is a Temporary Access Agreement for the purpose of allowing the Developer to complete its environmental investigation, MWRD site preparation work, and other Work, Investigations and Reviews at the Subject Property and, therefore, the Village agrees that it is allowing the Developer and the Developer Affiliates access to the Subject Property for a period commencing upon the execution of this Agreement and until such time as the Subject Property is conveyed to the Developer. Access under this Agreement may be terminated earlier by either party upon three (3) days notice.

6. If requested by the other party, either party during the course of this Agreement shall immediately make available for inspection, photocopying (at the other party's cost) and turnover to the requesting party any and all records, documents (including writings, drawings, graphs,

charts, photographs, phono records, and other data compilations from which information can be obtained, translated, if necessary, through detection devices into reasonably usable form), or reports of any kind (including all written, printed, recorded or graphic matter however produced or reproduced and all copies, drafts and versions thereof not identical in each respect to the original) which relate or refer (which means, in addition to their customary and usual meaning, assess or assessing, concern or concerning, constitute or constituting, describe or describing, discuss or discussing, embody or embodying, evidence or evidencing, mention or mentioning and reflect or reflecting) to the environmental matters and/or conditions associated either directly or indirectly with the Subject Property (including the groundwater thereunder) and the structure thereon, including but not limited to written reports of a site assessment, environmental audits, soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the environmental condition of the Subject Property and its soil and/or groundwater as prepared by any person, including the Village's (or prior owners) or Developer's environmental consultants or by any federal, state or county agency or the Illinois Environmental Protection Agency.

7. The Developer and the Developer Affiliates shall perform the Work, Investigations and Reviews in a workman-like manner, and shall conduct all Work at the Subject Property in accordance with all applicable federal, state, county and local laws and regulations, including without limitation, the Illinois Environmental Protection Agency and federal regulations applicable to soil borings and all health and safety requirements. The Developer and the Developer Affiliates shall take all reasonable precautions to minimize damage to the Subject Property from the installation of any equipment and the soil borings on the Subject Property and shall restore the Subject Property to its original condition within ten (10) days after completion of the Work or the termination of this Agreement, whichever is earlier. The obligation to restore the Property shall not apply to any brick work, roof repair work, or other rehabilitative work performed by Developer, unless it is determined that Closing on the Property shall not occur for any reason, and Developer chooses to remove any improvements made by it promptly upon termination of the Redevelopment Agreement.

8. The Developer shall be solely responsible for the testing, storage, treatment and disposal of all material removed from the soil borings, and the Developer shall indemnify and hold the Village harmless from and against any and all costs and liabilities relating to such materials.

9. This Agreement shall enure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, insurers, agents, servants, employees, administrators, executors, representatives and/or successors in interest of any kind whatsoever of the parties hereto.

10. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

11. In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

12. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them respective to the subject matters set forth in this Agreement. There are no representations, agreements,

arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein. No alteration, modification, change or amendment of this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by the parties.

13. In construing this Agreement and/or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this Agreement, or any portion thereof.

14. For notification purposes, the Village Engineer's information is as follows:

Edwin Hancock Engineering Company
 9933 West Roosevelt Road
 Westchester, Illinois 60154-2780
 708/865-0300 Phone
 708/865-1212 Facsimile
 Attn: Mark Lucas

15. The executing representatives of the parties to this Agreement represent and certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.

<p>DEVELOPER: NATIONAL CYCLE, INC.</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Its: _____</p> <p>Date: _____</p>	<p>VILLAGE OF MAYWOOD</p> <p>By: _____ Village President</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Village Clerk</p> <p>Date: _____</p>
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 2018-06

**AN ORDINANCE APPROVING
THE SALE OF REAL PROPERTY, A TEMPORARY ACCESS AGREEMENT,
AND NEGOTIATION OF A REDEVELOPMENT AGREEMENT
PURSUANT TO THE TAX REACTIVATION PROGRAM
OF THE VILLAGE OF MAYWOOD – NATIONAL CYCLE, INC.**

which Ordinance was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 20th day of February, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 21st day of February, 2018.

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

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAYS: None

ABSENT: None

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 21st day of February, 2018.

Viola Mims, Village Clerk

[SEAL]