

ORDINANCE NO. CO-2022-11

**AN ORDINANCE APPROVING THE ACQUISITION OF PROPERTY
AND THE RELATED EXECUTION OF A TERMS SHEET WITH
THE COUNTY OF COOK, ILLINOIS D/B/A COOK COUNTY LAND BANK AUTHORITY
FOR PROPERTY LOCATED AT 600 S. 9TH AVENUE**

WHEREAS, the Village of Maywood (“Village”), utilizing funds provided by the Illinois Department of Transportation (“IDOT”), is undertaking the full reconstruction of Washington Boulevard, a public right-of-way within the jurisdiction of the Village, from 9th Avenue to 21st Avenue, including drainage improvements, traffic signal improvements, intersection modernization, and lighting improvements (collectively, the “Project”); and

WHEREAS, in order to obtain the IDOT funding needed to complete the Project, it is necessary for the Village to obtain certain permanent public utility and sidewalk easements on private property at the intersection of Washington Boulevard and 9th Avenue, for the purpose of hosting proposed Americans With Disabilities Act (“ADA”) sidewalk ramps and traffic signals as part of the Project. Each easement includes a 10’ x 10’ triangular shape (50 square foot) specifically located behind the area where the public sidewalks meet at each corner; and

WHEREAS, after significant effort and research, the Village and its consultants have been unable to definitely determine ownership of property located at 600 South 9th Avenue, on which one of the necessary easements is located (the “600 South 9th Avenue Easement”); and

WHEREAS, the County of Cook, Illinois d/b/a the Cook County Land Bank Authority (the “Land Bank”) is anticipated to complete a tax deed proceeding in the near future that will result in ownership by the Land Bank of the entire property at 600 South 9th Avenue (the “Subject Property”), on which the 600 South 9th Avenue Easement is located; and

WHEREAS, the Land Bank desires to convey, and the Village desires to obtain, for purposes of facilitating the Project, title to the Subject Property following the completion of the tax deed proceeding and issuance of a deed for the Subject Property to the Land Bank; and

WHEREAS, the President and Board of Trustees of the Village find that it is useful, advantageous, necessary and desirable for the Village to acquire the Subject Property, in order to construct the Project improving Washington Boulevard, a major thoroughfare in the Village. The President and Board of Trustees of the Village of Maywood further find that it is in the best interests of the Village, its residents and the public to approve this Ordinance authorizing the execution of a Terms Sheet and acquisition of the Subject Property from the Land Bank for a purchase price of Sixteen Thousand Two Hundred Fifty and 00/100 Dollars (\$16,250.00).

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, PURSUANT TO THE HOME RULE POWERS OF ARTICLE VII, SECTION 6 OF THE ILLINOIS CONSTITUTION OF 1970 AND THE INTERGOVERNMENTAL COOPERATION POWERS OF ARTICLE VII, SECTION 10 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:

SECTION 1: Recitals. The statements set forth in the preambles of this Ordinance are found to be true and correct and are adopted as part of this Ordinance.

SECTION 2: Approval. The document entitled Cook County Land Bank Authority Terms Sheet (“Terms Sheet”), between the Village and the Land Bank, a copy of which is attached hereto as **Exhibit “A”** and made a part hereof, is approved in substantially the form attached hereto, as is the acquisition of the Subject Property by the Village contemplated therein, and the Village President and Village Clerk of the Village of Maywood, or their designees, are authorized and directed to execute and deliver said Terms Sheet and all other instruments and documents that are necessary to purchase the Subject Property from the Land Bank at a price of Sixteen Thousand Two Hundred Fifty and 00/100 Dollars (\$16,250.00), and to otherwise fulfill the Village’s obligations under the Terms Sheet. All of the foregoing are subject to completion by the Land Bank of its tax deed proceeding and vesting of title to the Subject Property in the Land Bank via a judicial tax deed.

SECTION 3: Repealed. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 4: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

ADOPTED this 21st day of June, 2022, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED by me this 21st day of June, 2022 and attested to by the Village Clerk this same day.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT "A"

**TERMS SHEET
BETWEEN THE VILLAGE OF MAYWOOD AND
THE COUNTY OF COOK, ILLINOIS D/B/A COOK COUNTY LAND BANK AUTHORITY
FOR PROPERTY LOCATED AT 600 S. 9TH AVENUE**

(attached)

Cook County Land Bank Authority (“CCLBA”) Terms Sheet



- 1. Property: Address: 600 S 9th Ave, Maywood, IL 60153
PIN(s): 15-10-427-010-0000
- 2. Purchaser: Name: Village of Maywood
Address: 40 Madison St., Maywood, IL 60153
Phone:
Email:
- 3. Purchaser’s Attorney: Name:
Address:
Phone:
Email:
- 4. Purchase Price: \$16,250
- 5. Proposed Municipal Use for Property: _____

6. Financing: The Purchaser (check one) () will or () will not obtain financing to purchase the Property. Lender: NA

CCLBA will have the right to terminate this transaction upon any material change in how the purchase of the Property is being financed. Any such change will be permitted only with CCLBA’s express authorization.

7. Property Sold As-Is: Each Property sold by CCLBA is sold on an “as is” basis with no express or implied warranties as to condition.

8. Contract of Purchase and Sale: Upon the execution and delivery of this Terms Sheet by both Seller and Purchaser (collectively, “Parties”), Seller will have its attorneys prepare, and send to Purchaser, a Purchase Agreement. Such Purchase Agreement shall be consistent with these terms and shall include other material terms and conditions of the sale yet to be agreed to by the Parties, including, without limitation, representations and warranties mutually acceptable to the Parties. The Purchaser shall have seven (7) business days from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller’s attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within seven (7) business days, the terms set forth in this Terms Sheet and the Purchase Agreement shall expire.

9. Contingent on Acquisition: CCLBA (check one) () has, () has not, acquired the Property.

If CCLBA has not yet acquired the Property, CCLBA’s obligation to close on the Property is contingent upon CCLBA’s acquisition of the Property prior to _____ (“Acquisition Deadline”). If, at any time, CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition Deadline, this Terms Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

10. Closing Location and Period: The closing of the purchase and sale (the “Closing”) shall take place no later than thirty (30) days (the “Closing Date”) at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.

11. Transfer Taxes; Prorations and Closing Costs: Purchaser will shall pay the costs of any transfer/inspection fees and taxes due for Seller's acquisition and sale of the Property. Notwithstanding any local custom, Purchaser shall record the deed and pay all associated costs. Seller represents that property taxes have been voided through the year of Seller's acquisition. However, any taxes that have accrued between the year of Seller's acquisition and the Closing will be Purchaser's responsibility to pay. Seller will not provide a tax proration at Closing.

12. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:

Keep and maintain the current DAWGS system at the attached rates.

Discontinue and replace the DAWGS system.

Not applicable

13. Termination: Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. If the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Terms Sheet and returning the same to the undersigned.

Cook County Land Bank Authority ("CCLBA")

Purchaser:

By: _____

By: _____

Name: Eleanor Gorski
Title: Executive Director

Name: _____

Title: _____

Agreed to as of _____

Agreed to as of _____

Application Fee Received: NA

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. CO-2022-11

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which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Village Board Meeting held on the 21st day of June, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 21st day of June, 2022.

I further certify that the roll call 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 Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

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 22nd day of June, 2022.

Gwaine Dianne Williams, Village Clerk

[SEAL]