

**RESOLUTION NO. R-2022-17**

**A RESOLUTION AUTHORIZING AND APPROVING  
THE ACCEPTANCE OF A GRANT FROM THE  
ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM**

**WHEREAS**, the Village of Maywood (the "Recipient") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Strong Communities Program (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time; and

**WHEREAS**, in order to be eligible to receive the Grant funding, the Recipient is required to enter into the Funding Agreement (the "Agreement") with the Authority, wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed \$111,737.50, which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement. A copy of the Agreement is attached hereto as Exhibit "1" and made a part hereof; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Maywood have the authority to approve and accept the Grant and to approve and enter into the attached Agreement (Exhibit "1") and to approve the expenditure of its Grant to pay for the construction, operation and maintenance of the Project in accordance with the terms of the Agreement and the Program guidelines pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and find that accepting the Grant and approving entering into the Agreement is in the best interests of the Village, its residents, property owners, businesses and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The Village President and Board of Trustees of the Village of Maywood (the "Recipient") approve and accept the Grant, and further authorize and approve the execution of the attached Agreement (Exhibit "1") and any and all amendments, modifications and supplements thereto. The Village President and Village Clerk, or their designees, (the "Village Signatories") are directed and authorized to execute the Grant and the Agreement, and to execute and deliver such additional documents, instruments and certificates as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

**SECTION 3:** The Village President and Board of Trustees of the Village of Maywood agree that the Village Signatories 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.

**SECTION 4:** The Village President and Board of Trustees of the Village of Maywood ratify, authorize, and confirm and approve all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

**SECTION 5:** The Village Clerk, or his/her designee, shall transmit a certified copy of this Resolution and executed copies of the Grant and the Agreement to the Authority for filing and record retention purposes.

**SECTION 6:** This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

**ADOPTED** this 22nd day of March, 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** this 22nd day of March, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

**Exhibit "1"**

**Funding Agreement**

(attached)

March 7, 2022

Village of Maywood  
40 W. Madison  
Maywood, Illinois 60153  
Attention: City Manager – Chasity Wells-Armstrong

Re: Conditional Commitment Letter (this “Letter”)  
Strong Community Program (“SCP”) – Round 1.5

**SCP - 52190**

Dear Ms. Wells-Armstrong:

The Illinois Housing Development Authority (the “Authority”) is the program administrator of the Strong Communities Program (the “Program”), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the “Act”), and governed by the Program guidelines described in the term sheet, as may be amended from time to time (the “Rules”), a copy of such Rules is attached to this Letter as **Exhibit A** and made a part hereof. All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Act or the Rules.

Village of Maywood, an Illinois unit of local government (“Recipient”), has applied to the Authority for, and the Authority agrees to make funds available in the maximum amount of **One Hundred Eleven Thousand Seven Hundred Thirty-Seven and 50/100 Dollars (\$111,737.50)** (the “Funds”), to assist with the rehabilitation and demolition of Abandoned Residential Property (as defined in the Program Manual) (the “Project”) within the Recipient’s area under the Program from funds appropriated under Section 5 of the Act. The Funds shall be subject to the contingencies, terms and conditions set forth in this Letter. The Recipient shall review and become familiar with the program requirements as set forth in that certain Strong Communities Program Manual (the “Program Manual”). The Program Manual shall be incorporated into this Letter by this reference and is available electronically upon request and on the Authority’s website.

A. **CONTINGENCIES:** The Authority’s performance of its obligations under this Letter, dated as of the date set forth above, is contingent upon the following:

1. The Authority’s obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or funded to the Authority by the Illinois General Assembly to allow the Authority to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Authority, at the Authority’s sole discretion, are insufficient. The Authority shall give the Recipient notice of insufficient funding as soon as practicable. The Recipient’s obligation to perform shall cease

upon receipt of the notice.

2. The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon:
  - a. Evidence satisfactory to the Authority that Recipient is able to comply with its duties under the Act; and
  - b. Recipient's delivery, subject to the Authority's review and approval in its sole and absolute discretion, of all required due diligence and documentation; and
  - c. Recipient's completion or satisfaction of each and all of the terms and conditions listed in this Letter and any other terms and conditions imposed by the Authority.
3. The Authority's performance under this Letter is also contingent upon (i) its determination, in its sole discretion, on the Closing Date, as defined in Paragraph C.2 hereof that the Recipient, its constituent or related entities, or other related individuals, is not in default under the terms of any other loan or grant made by the Authority under any Authority program, or has not been in default under the terms of any other loan or grant made by the Authority under any Authority program and failed to cure that default.

**B. GENERAL CONDITIONS:** This Letter and the Funds shall be subject to the terms and conditions of the Act, the Rules, and the policies and procedures now or hereafter adopted by the Authority pursuant to the Act, all as amended from time to time.

**C. TERMS AND CONDITIONS OF THE FUNDS:** The Funds shall be subject to the following terms and conditions:

1. **Funds Amount.** The Funds shall be in an amount not to exceed **One Hundred Eleven Thousand Seven Hundred Thirty-Seven and 50/100 Dollars (\$111,737.50)**.
2. **Closing Date.** The closing shall occur at such time as (i) the Authority has received, reviewed and approved, as to both form and substance, all due diligence and documentation; and (ii) Recipient has satisfied all of the requirements set forth in this Letter, as determined in the Authority's sole discretion (the "Closing Date"). Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than June 30, 2022 (the "Outside Closing Date"). If the closing of the Funds does not occur on or before the Outside Closing Date, at the Authority's election, this Letter shall terminate and shall not be extended. No undisbursed Funds shall be available after the earlier of (i) two (2) years after the Closing Date and (ii) such other date as the Authority may determine.

3. **Purpose of Funds.** Recipient shall enter into a Funding Agreement (the “Funding Agreement”) with the Authority setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to: (a) that the Recipient shall use the proceeds of the Funds for Eligible Uses (as defined in the Rules); and (b) recapture of the proceeds of the Funds in the event that the Recipient has not performed its obligations under the Act and the Rules or if there exists a default under the Funding Agreement.
4. **First Disbursement Date.** The first disbursement of Funds is expected to be approximately three (3) months after the Closing Date. The expected project completion date is approximately two (2) years from the Closing Date.
5. **Fund Documents.** Prior to the Closing Date, Recipient shall deliver to the Authority the Funding Agreement, executed via DocuSign, and such other documents as the Authority may reasonably require, in its sole discretion (this Letter, the Funding Agreement, and such other documents are collectively referred to in this Letter as the “Fund Documents”).
6. **Other Showings.** **On or before April 4, 2022, Recipient shall, at its sole cost and expense, deliver to the Authority the following documents, in form and substance satisfactory to the Authority:**
  - a. Resolution or ordinance of the Recipient, certified by the clerk or other authorized official acceptable to the Authority, within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project;
  - b. Certificate of Incumbency of the Recipient indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Recipient, as of a date within thirty (30) days prior to the Closing Date;
  - c. A Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**;
  - d. Drug-Free Workplace Certificate in form attached to this Letter as **Exhibit C**; and
  - e. Any and all other documents and showings requested by the Authority or its counsel, in their sole discretion.
7. **Assignment.** This Letter is not assignable by Recipient, in whole or in part, without the prior written approval of the Authority, which may be withheld or

conditioned in the Authority's sole discretion.

8. **Termination.** If the closing of the Funds does not take place on or before the Outside Closing Date, this Letter shall, at the Authority's election, immediately terminate and be of no further force and effect.
9. **No Personal Liability.** No member, officer, agent or employee of the Authority or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.
10. **Indemnification of the Authority.** Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this Paragraph 10 shall survive the provision of the Funds.
11. **Time for Acceptance.** The terms and conditions of this Letter shall not become effective unless Recipient accepts by electronically signing this letter via DocuSign no later than fourteen (14) days from the date of this Letter. **If not received within fourteen (14) days, this Letter shall be void and the Recipient, at the Authority's discretion, may be ineligible to receive the Funds.**
12. **Publicity.** The Authority reserves the right to publicize the issuance of this Letter and the provision of the Funds. Recipient shall notify the Authority immediately of any proposed formal publicity in connection with the Program that is arranged or promoted by Recipient or any other party participating in the Program. Formal publicity includes, but is not limited to, participation in news conferences and media events. The Authority shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. Recipient shall prominently display the Authority's name and logo and a statement that financing for the Program has been provided by the Authority on a sign or other form of announcement. The use of the Authority's name in any other signage, advertising or in any other manner is subject to the Authority's prior written consent.
13. **Survival of Obligations.** Recipient's obligations as set forth in this Letter shall survive the Closing Date and Recipient shall continue to cooperate with the Authority and furnish any documents, exhibits or showings required. In the event

of a conflict between this Letter and the Funding Agreement, the Authority shall determine which document shall control.

14. **Notices.** Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Recipient:

Village of Maywood  
40 W. Madison  
Maywood, Illinois 60153  
Attention: City Manager – Chasity Wells-Armstrong

If to Authority:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

15. **Counterparts and Electronic Transmission.** This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument. A signed copy of this Letter transmitted by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Letter.



Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: DocuSigned by:  
Maureen G. Ohle  
6018A16F2D66432

Name: Maureen Ohle

Its: General Counsel

Accepted by Recipient on

Date: \_\_\_\_\_

**VILLAGE OF MAYWOOD,**  
an Illinois unit of local government

By: \_\_\_\_\_

Name: Chasity Wells-Armstrong

Its: City Manager

EXHIBITS

EXHIBIT A: PROGRAM RULES

EXHIBIT B: TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

EXHIBIT C: DRUG FEE WORKPLACE CERTIFICATE

**EXHIBIT A**  
**PROGRAM RULES**  
(attached)

**EXHIBIT B**

**TAXPAYER IDENTIFICATION NUMBER CERTIFICATION**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): VILLAGE OF MAYWOOD

Taxpayer Identification Number:

Social Security Number \_\_\_\_\_

or

Employer Identification Number \_\_\_\_\_

**Legal Status (check one):**

Individual

Governmental

Sole Proprietorship

Nonresident alien

Partnership/Legal Corporation

Estate or Trust

Tax-exempt

Pharmacy (non-corporate)

Corporation providing or billing medical and/or health care services

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation *NOT* providing or billing medical and/or health care services

Limited Liability Company (select applicable tax classification)

D = disregarded entity

C = corporation

P = partnership

Other: \_\_\_\_\_

\_\_\_\_\_  
Recipient Signature

\_\_\_\_\_  
Date

**EXHIBIT C**

**DRUG FREE WORKPLACE CERTIFICATE**

**STATE OF ILLINOIS**

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - (3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:
    - A. abide by the terms of the statement; and
    - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs;  
and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.**

**VILLAGE OF MAYWOOD,**  
an Illinois unit of local government

By: \_\_\_\_\_

Name: Chasity Wells-Armstrong

Its: City Manager

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Village 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 Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2022-17**

**A RESOLUTION AUTHORIZING AND APPROVING  
THE ACCEPTANCE OF A GRANT FROM THE  
ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 22nd day of March, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 22nd day of March, 2022.

I further certify that the vote on the question of the passage of said Resolution 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 Resolution, 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 23<sup>rd</sup> day of March, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]