

**RESOLUTION NO. R-2022-18**

**RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF  
THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S  
TERMINATION AGREEMENT OF THE PROGRAM FUNDING AGREEMENT  
FOR ABANDONED RESIDENTIAL PROPERTY MUNICIPALITY RELIEF PROGRAM**

**WHEREAS**, the Village of Maywood (the "Village" or the "Recipient" or the "Sponsor") entered into a Program Funding Agreement dated August 6, 2021 (the "Funding Agreement") with the Illinois Housing Development Authority (the "Authority") for a grant not to exceed \$175,000 (the "Funds") for the maintenance and demolition of Abandoned Residential Property under the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program was authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805 and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381; and

**WHEREAS**, the Recipient did expend, and the Authority did disburse, Sixty-Three Thousand Two Hundred Sixty-Two and 50/100 Dollars (\$63,262.50) ("Expended Funds") of the Funds; and

**WHEREAS**, the Supreme Court of Illinois ("Court") issued an opinion on June 17, 2021, ruling that the statutory framework funding the Abandoned Residential Property Municipality Relief Program is unconstitutional; and

**WHEREAS**, the Authority is no longer able to operate the Abandoned Residential Property Municipality Relief Program due to the Court's ruling; and

**WHEREAS**, the Authority and Recipient desire to terminate the Funding Agreement, except as expressly stated herein; and

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to terminate the Funding Agreement 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 finds that terminating the Funding Agreement is in the best interests of the Village, its residents, business owners, property owners and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, 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 President and Board of Trustees of the Village (the "Sponsor") authorize the approval and execution of the Termination Agreement with the Authority (**Exhibit "A"**) to be entered into with Authority for the purposes stated in the Termination Agreement.

**SECTION 3:** As of the Termination Date, the Funding Agreement shall be terminated in its entirety and shall be of no further force and effect, except as provided in the attached Termination Agreement.

**SECTION 4:** The Recipient agrees that it received the Expended Funds from the Authority. The Recipient also agrees that the Authority does not owe, nor shall the Authority make, any additional disbursement of any of the Funds to the Recipient.

**SECTION 5:** As of the Termination Date: (i) the Recipient shall have no further obligations under the Funding Agreement; provided, however, that the Recipient shall remain liable to the Authority for any claims, obligations, responsibilities and duties that it may have incurred under the Funding Agreement prior to the Termination Date; in connection with such claims, obligations, responsibilities and duties, the provisions of Section 6 Additional Covenants, Section 12 Monitoring of Project, and Section 13 Indemnification of the Authority of the Funding Agreement shall continue to apply; and (ii) the Authority shall have no further obligations under the Funding Agreement.

**SECTION 6:** The President and Board of Trustees of the Village ratify, authorize, confirm and approve all documents and instruments executed in connection with the Termination Agreement, including those acts taken prior to the date hereof.

**SECTION 7:** This Resolution shall be in full force and effect from and after its adoption and approval as 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.

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Nathaniel George Booker, Village President

**ATTEST:**

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Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**TERMINATION AGREEMENT  
OF THE PROGRAM FUNDING AGREEMENT  
FOR THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S  
ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM**

(attached)

51993

## TERMINATION AGREEMENT

**THIS TERMINATION OF PROGRAM FUNDING AGREEMENT** (this "Agreement") is made as of this \_\_\_ day of March 2022 (the "Termination Date") by and between the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority"), a body politic and corporate of the State of Illinois, and **VILLAGE OF MAYWOOD** (the "Recipient"), an Illinois unit of local government.

**WHEREAS**, the Authority and the Recipient are parties to a certain Program Funding Agreement dated August 6, 2021 (the "Funding Agreement") for a grant in an amount not to exceed **One Hundred Seventy-Five Thousand Dollars and No/100 Dollars (\$175,000.00)** (the "Funds") for the maintenance and demolition of Abandoned Residential Property under the Abandoned Residential Property Municipality Relief Program; and

**WHEREAS**, the Recipient did expend, and the Authority did disburse, **Sixty-Three Thousand Two Hundred Sixty-Two and 50/100 Dollars (\$63,262.50)** ("Expended Funds") of the Funds; and

**WHEREAS**, the Supreme Court of Illinois ("Court") issued an opinion on June 17, 2021, ruling that the statutory framework funding the Abandoned Residential Property Municipality Relief Program is unconstitutional; and

**WHEREAS**, the Authority is no longer able to operate the Abandoned Residential Property Municipality Relief Program due to the Court's ruling; and

**WHEREAS**, the Authority and Recipient desire to terminate the Funding Agreement, except as expressly stated herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Authority and the Recipient agree as follows:

1. As of the Termination Date, the Funding Agreement shall be terminated in its entirety and shall be of no further force and effect, except as provided in this Termination Agreement.

2. Recipient agrees that it received the Expended Funds from the Authority. Recipient also agrees that the Authority does not owe, nor shall the Authority make, any additional disbursement of any of the Funds to the Recipient.

3. As of the Termination Date, (i) the Recipient shall have no further obligations under the Funding Agreement; provided, however, that the Recipient shall remain liable to the Authority for any claims, obligations, responsibilities and duties that it may have incurred under the Funding Agreement prior to the Termination Date; in connection with such claims, obligations,

responsibilities and duties, the provisions of Section 6 Additional Covenants, Section 12 Monitoring of Project, and Section 13 Indemnification of the Authority of the Funding Agreement shall continue to apply; and (ii) the Authority shall have no further obligations under the Funding Agreement.

*[The remainder of this page is intentionally left blank; signatures are on the following page.]*

**IN WITNESS WHEREOF**, each party hereto has caused this Termination Agreement to be executed by its respective authorized officer.

**RECIPIENT:**

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

By: \_\_\_\_\_  
Name: Chasity Wells-Armstrong  
Its: Village Manager

**AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

DocuSigned by:  
*Maureen G. Ohle*  
By: \_\_\_\_\_  
Name: Maureen G. Ohle  
Its: General Counsel

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 Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2022-18**

**RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF  
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which Resolution was passed by a roll call vote 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]