

RESOLUTION NO. 2018-02

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A REPAYMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY FOR
THE RETURN OF CERTAIN GRANT FUNDS ISSUED UNDER GRANT NUMBER 10-071107**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board" or the "Village"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village desire to enter into an agreement titled "REPAYMENT AGREEMENT" with the Illinois Department of Commerce and Economic Opportunity ("DCEO") regarding the return of \$41,474.00 in grant funds issued to the Village under Grant Number 10-071107 (the "Repayment Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Village entered into a grant agreement with the DCEO for grant funding under Grant Number 10-071107. Based on the DCEO's audit findings that certain grant funds were not spent or documented as spent in accordance with the provisions of Grant Number 10-071107, the Village is required to return to the DCEO an amount equal to Forty-One Thousand Four Hundred Seventy-Four Dollars and 00/100 (\$41,474.00). The Repayment Agreement establishes a twelve (12) month repayment plan; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Repayment Agreement (Exhibit "A") and to approve the expenditure of its General Funds and/or such other available, lawful funds to pay for the Village's reimbursement obligations to the DCEO under the Repayment 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 220/1 *et seq.*), and finds that entering into the Repayment Agreement is in the best interests of the Village.

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 Maywood approve and authorize the execution of an agreement entitled "REPAYMENT AGREEMENT" with the Illinois Department of Commerce and Economic Opportunity ("DCEO") for Grant Number 10-071107, a copy of which is attached hereto as Exhibit "A" and made a part hereof, for the purposes of entering into a twelve (12) month repayment plan to return funds in an amount equal to Forty-One Thousand Four Hundred Seventy-Four Dollars and 00/100 (\$41,474.00).

SECTION 3: The President and Board of Trustees of the Village of Maywood also agree to appropriate and authorize the expenditure of the necessary sums from the Village's General Funds and/or such other available, lawful funds for the purpose of paying the Village's annual payment obligations under the Repayment Agreement. Further, the President and Board of Trustees authorize and direct the Village President and Clerk, or their designees, to execute the final version of the attached Repayment Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Repayment Agreement.

SECTION 4: All Resolutions, or parts of Resolutions, in conflict with the provisions of this Resolution, to the extent of such conflict, are repealed.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided 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 by me as Village President, and attested by the Village Clerk, on the 20th day of February, 2018.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

This Resolution was published by me in pamphlet form on the 21st day of February, 2018.

Viola Mims, Village Clerk

Exhibit "A"

**REPAYMENT AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND
THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
FOR THE RETURN OF CERTAIN GRANT FUNDS ISSUED UNDER GRANT NUMBER 10-071107**

(attached)

REPAYMENT AGREEMENT

This Repayment Agreement ("Agreement") is entered into between The Village of Maywood, an Illinois municipal corporation (hereinafter referred to as "Grantee") and the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as "Grantor") to establish a plan for payment of \$41,474.00, which represents the total of the amount due to the Grantor in accordance with the terms of Grant Number 10-071107 (the "Grant").

In consideration for allowing the Grantee to pay off the outstanding liability through an repayment plan, the Grantor agrees not to pursue a recovery action concerning the grant funds through the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) or a debt collection action, so long as Grantee makes the agreed upon payments in accordance with the payment provisions contained in Section II of this Agreement.

I. GRANTEE INFORMATION

Name:	Village of Maywood
Address:	40 Madison Street, Maywood, IL 60153-2323
Authorized Representative:	Edwenna Perkins, Mayor
Phone:	(708) 450-4486
E-mail:	eperkins@maywood-il.org

Grantee hereby covenants to notify Grantor, in accordance with the Notice Section (Section IV) of this Agreement, within five (5) days of any change in the above information or any other information which may affect Grantor's ability to locate and collect from Grantee or Grantee's ability to comply with this Agreement.

II. PAYMENT AND GRANT DOCUMENTATION PROVISIONS

Grantee hereby stipulates that the balance due to the Grantor on the liability listed above is \$41,474.00. Grantee agrees to repay the amount over twelve (12) consecutive monthly payments. The first payment in the amount of Three Thousand, Four Hundred and Fifty-Eight

Dollars and No Cents (\$3,458.00) shall be due by February 15, 2018. Grantee will then make an additional eleven monthly payments in the amount of Three Thousand, Four Hundred and Fifty-Six Dollars and No Cents (\$3,456.00) due on the fifteenth of each month (a repayment schedule is attached). Grantee may repay the entire amount earlier than the final payment due date without penalty.

Each payment shall be paid to the Grantor by 5:00 p.m. on each payment due date. All payments shall be made by cashier's check, company check, certified check, or money order and payable to the **Illinois Department of Commerce and Economic Opportunity** and mailed to Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Attn: Accounting
500 E. Monroe Street
Springfield, IL 62701

A copy of each payment must also be sent to the Illinois Department of Commerce and Economic Opportunity, Office of the General Counsel at the address listed in the Notice Section (Section IV) of this Agreement. Grantee shall include Grant number **10-071107** in the memo section of each cashier's check, company check, certified check, or money order.

In consideration of the terms above, Grantor and Grantee release and discharge each other and each and all of their present, former and future employees, agents, partners, officers, directors, legal representatives, attorneys, shareholders, successors and assigns, from any and all claims, rights, demands, actions, suits, damages, losses, liabilities, expenses, liabilities, indebtedness, causes of action, obligations, audits, reviews or examinations, of whatever kind or nature and from whatever source, now existing or hereafter arising at law or in equity, whether known or unknown, arising out of, or in any way related to, the Grant, including, without limitation, any claims for administrative or other costs or attorneys' fees.

III. DEFAULT PROVISIONS

A breach of this Agreement will occur if Grantee fails or neglects to perform or observe any term or condition of this Agreement. If Grantee breaches this Agreement, Grantor may hold Grantee in default and the entire unpaid balance shall become immediately due and payable.

Grantee acknowledges and agrees that in the event it is held in default, all rights under the Illinois Grant Funds Recovery Act and the Illinois Administrative Procedure Act (5 ILCS 100/1-1, *et seq.*) are deemed waived, and the outstanding amount due under this Agreement becomes immediately due and owing. Thereafter, Grantor may pursue collection of said amount through any collection means authorized under Illinois law.

IV. NOTICE PROVISIONS

All notices provided for or which may be given in connection with this Agreement shall be in writing and shall be delivered in person, or by a nationally recognized overnight courier service, or by registered or certified mail with postage prepaid and return receipt requested, or by e-mail. Such notices, if sent by United States mail, shall be deemed to have been given upon three (3) business days after being deposited in the United States mail. Such notices, if sent by nationally recognized overnight courier service, shall be deemed to have been given one (1) day after being sent. Such notices, if delivered in person, shall be deemed to have been given upon receipt by the other party. Such notices, if delivered by e-mail, shall be deemed to have been given when sent.

If to the Grantor:

Illinois Department of Commerce and Economic Opportunity
100 West Randolph, Suite 3-400
Chicago, IL 60601-3219
Attention: Office of the General Counsel, Legal Department
E-mail: Matthew.Stonecipher@illinois.gov

If to the Grantee:

Edwenna Perkins, Mayor
Village of Maywood
40 Madison Street, Maywood, IL 60153-2323
Email: eperkins@maywood-il.org

V. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law provisions thereof. The parties irrevocably submit to venue and exclusive personal jurisdiction in the state courts of Illinois for any disputes arising out of this Agreement, and waive all objections to jurisdiction and venue of such courts.

VI. SEVERABILITY

The terms of this Agreement shall not be modified except by the written consent of the parties hereto. If any provision of this Agreement is rendered illegal or unenforceable, the remaining provisions shall be considered severable and remain enforceable.

VII. MISCELLANEOUS

- A. The undersigned signatories represent and warrant that they are fully authorized to execute this Agreement and that they have received all necessary powers and authority to do so.
- B. Grantee's repayment obligation shall be binding on all of its subsidiaries, affiliates, successors, and assigns, and this Agreement will be enforceable by Grantor against Grantee's subsidiaries, affiliates, successors, and assigns.
- C. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of the other party and all of which taken together shall constitute one and the same Agreement.
- D. This Agreement shall not be amended, modified or changed except by a writing signed by all parties.

IN WITNESS HEREOF, the parties, by their duly authorized representatives, have executed this Repayment Agreement on the dates set forth below.

By: _____
Edwenna Perkins, Mayor
Village of Maywood

Date

By: _____
Sean McCarthy, Director
Illinois Department of Commerce &
Economic Opportunity

Date

MONTHLY REPAYMENT SCHEDULE

Payment Number	Due Date	Amount
1	2/15/2018	\$3,458.00
2	3/15/2018	\$3,456.00
3	4/15/2018	\$3,456.00
4	5/15/2018	\$3,456.00
5	6/15/2018	\$3,456.00
6	7/15/2018	\$3,456.00
7	8/15/2018	\$3,456.00
8	9/15/2018	\$3,456.00
9	10/15/2018	\$3,456.00
10	11/15/2018	\$3,456.00
11	12/15/2018	\$3,456.00
12	1/15/2019	\$3,456.00
Total		\$41,474.00

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 document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 2018-02

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which Resolution 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 20th day of February, 2018.

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 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 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 21st day of February, 2018.

Viola Mims, Village Clerk

[SEAL]