

RESOLUTION NO. R-2024-55

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A MEMORANDUM OF UNDERSTANDING FOR PARTNER CONTRACT SERVICES
WITH THE OAK PARK REGIONAL HOUSING CENTER
FOR VARIOUS SERVICES RELATED TO HOUSING WITHIN THE VILLAGE**

WHEREAS, the Village of Maywood (the "Village") is actively pursuing various programs and initiatives aimed at facilitating both homeownership and the acquisition, rehabilitation, construction and sale of various vacant residential properties within the Village (collectively, the "Village Housing Programs"); and

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") of the Village desire to partner with the Oak Park Regional Housing Center ("OPRHC") to provide services to the Village in furtherance of its Village Housing Programs (the "Services") in accordance with the terms set forth in a Memorandum of Understanding for Partner Contract Services with the Oak Park Regional Housing Center, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the goals of the Village Housing Programs include, but are not limited to, increasing homeownership within Maywood; and

WHEREAS, the source of monies used to pay for the Services provided under the attached Memorandum of Understanding will consist of Village General Corporate Funds, TIF Funds where appropriate, grant funds, or such other lawful Village funds; and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the above-referenced sums from funds from the Village General Corporate Funds, TIF Funds, where appropriate, grant funds, or other lawful Village funds for the purpose of paying OPRHC to perform the Services in accordance with the Memorandum of Understanding; and

WHEREAS, pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), the TIF Act and the Illinois Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Memorandum of Understanding, and find that entering into the Memorandum of Understanding is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, business 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: Incorporation. 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: Approval and Execution of Memorandum of Understanding and Related Documents. The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached Memorandum of Understanding (**Exhibit "A"**) to be entered into with OPRHC, or any updated

version of the attached Memorandum of Understanding, which may contain certain non-substantive and non-financial modifications that are approved by the Village Manager and Village Attorney, for the purpose of authorizing OPRHC to perform the Services. In addition, the President and Board of Trustees authorize and direct the President and Clerk, or their designees, to execute all other instruments, payments and documents that are necessary to fulfill the Village's obligations under the Memorandum of Understanding.

SECTION 3: Appropriation and Authorization of Expenditure of Village Funds for Performance of the Services Under the Memorandum of Understanding. The President and Board of Trustees of the Village of Maywood authorize the appropriation and expenditure of Village General Corporate Funds, TIF Funds, grant funds, or such other lawful Village funds, to pay for the Services provided for under the attached Memorandum of Understanding, and the appropriation and expenditure of such other eligible, available public funds, to pay the following amounts for the performance of the Services set forth in the Memorandum of Understanding in accordance with the rate set forth in the Memorandum of Understanding.

SECTION 4: Delivery of the Memorandum of Understanding and Other Documents. After Village Board approval of this Resolution and execution of the Resolution and the Memorandum of Understanding, the Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including this Resolution and the Memorandum of Understanding, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Memorandum of Understanding and for record retention purposes.

SECTION 5: Repealer; Severability; Ratification. All resolutions, or parts of resolutions, in conflict with the provisions of this Resolution, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision. All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Resolution, whether taken before or after the adoption of this Resolution, are ratified, confirmed and approved.

SECTION 6: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as required by law.

ADOPTED this 10th day of December, 2024, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustees R. Williams, A. Sanchez and M. Lightford

NAYS: Trustees M. Jones, A. Peppers and I. Brandon

ABSENT: None

APPROVED this 10th day of December, 2024, 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:



Tori-Love Garron, Village Clerk



Exhibit "A"

**MEMORANDUM OF UNDERSTANDING FOR
PARTNER CONTRACT SERVICES WITH THE OAK PARK REGIONAL HOUSING CENTER
FOR VARIOUS SERVICES RELATED TO HOUSING WITHIN THE VILLAGE**

(attached)

Oak Park Regional Housing Center

PROMOTING AND SUSTAINING VIBRANT COMMUNITIES.

A proposal to partner with the Village of Maywood to increase affordable homeownership for traditional residents of the Village.

Athena Williams, Executive Director

1041 SOUTH BOULEVARD, OAK PARK, IL 60302; AWILLIAMS@OPRHC.ORG; 708-848-7150

BACKGROUND

Oak Park Regional Housing Center (OPRHC), a 52-year-old 501c3 agency with an 18-year-old HUD housing counseling approved program, has provided resources for residents of 10 ZIP codes on Chicago's west side and surrounding suburbs. The OPRHC mission is to promote and sustain vibrant communities by assisting individuals to achieve housing stability and homeownership. In 2024, YTD OPRHC assisted 3,000 individuals with their journey for rental and homeownership housing and credit debt management. In addition, OPRHC has created multiple housing development projects. OPRHC is currently working on the development of residential and commercial properties as a tool to create and increase housing inventory and affordability and the redevelopment and restoration of a landmark historic property.

SERVICES PROVIDED

OPRHC provides: rental counseling and renter education services which includes rental referral services for apartment seekers; financial empowerment services that include credit debt management, a method used to enable individuals to be truly financially healthy so that they are able to find a balance between economic stability and emotional well-being; homeownership services including education for first time homebuyers, and post purchase services to educate current homeowners about sustaining their homeownership, in addition to civic engagement education. OPRHC works with housing providers to educate them about how to work with their renters while partnering to acquire, renovate and develop properties to increase affordability through housing inventory and commercial property renovations. OPRHC also provides a Healthy Housing Check-Up to the seniors in the communities we serve.

OUR IMPACT

- OPRHC has contributed more than 100,000 renters to moving into Oak Park and within the surrounding communities since 1972.
- OPRHC led the West Cook Collaborative that resulted in 52 renovated 1–4-unit properties from 2016-2020 for the West Cook Advantage Program.
- OPRHC partnered with Cook County and a development team from 2015 through 2018 to create 20 newly constructed townhomes in Summit Illinois utilizing disaster relief funds.
- OPRHC currently creates an average of 50 new homeowners per year.
- OPRHC currently manages a \$1M budget for the Medical Home Network Wellness West Rental Assistance program.

GOALS FOR THE VILLAGE OF MAYWOOD

- Implement a Housing Counseling Education Plan for Maywood to become a participant in the 3/30 Black Homeownership Campaign.
- Organize banking partnerships around a Homeownership Campaign for the Village of Maywood.
- Create a down payment assistance program for the Village of Maywood.
- Oversee all RFP processes in concert with the RFP Review Committee of the Village of Maywood Economic Development & Building Code Enforcement Department and any other departments in the Village of Maywood.
- Effectuate a minimum of 15 new homeowners in Maywood per year.
- Other goals as discussed.

MEMORANDUM OF UNDERSTANDING FOR PARTNER CONTRACT SERVICES

VILLAGE OF MAYWOOD (VOM) MUNICIPALITY:

- 1) Will provide space for the OPRHC team to provide in-person office hours to the Village of Maywood residents. This space will be occupied initially one day a week, 10a-4p, with one 30min break. Occupancy time is subject to change with agreed upon consent of Village of Maywood Mayor and OPRHC Executive Director.
- 2) Will adhere to HUD counselor representative scope of services. If any other requests are needed, VOM will receive consent from OPRHC Executive Director.
- 3) Will co-market all OPRHC presence in the Village of Maywood, i.e., workshops, fairs, etc.
- 4) Will convene all banking partners to establish a Village of Maywood homeownership Campaign.
- 5) Will provide any documentation that may be required to create any residential documents needed for a homebuyer to close.
- 6) Will reply to OPRHC requests in 72 hours or less.
- 7) Will keep an open line of communication with the OPRHC Executive Director, Associate Director, and the assigned counselor.
- 8) Will provide/fulfill all homebuyer-related requests as needed.
- 9) Will provide any information requested regarding all Requests for Proposals for property development.

OAK PARK REGIONAL HOUSING CENTER (OPRHC) WILL DO THE FOLLOWING:

- 1) Will assign one HUD counselor from the agency to provide all HUD services to the Village of Maywood who will provide one day of office hours at a designated location in the Village of Maywood.
- 2) Will provide all HUD services to Village of Maywood residents, including but not limited to: property tax application support; property tax maintenance support; foreclosure prevention support; etc.
- 3) Ensure the counselor and/or the Associate Director will attend all meetings related to community property and/or community development.
- 4) Ensure the Executive Director to attend meetings as needed.
- 5) Will work closely with the municipality to create, promote, RFP's for any real property projects.
- 6) Will assign one employee to occupy a seat on the RFP committee.
- 7) Will work with Village of Maywood to apply for grants, to establish and enhance partnerships related to property development and homeownership acquisitions.
- 8) Will work with the municipality to create down payment assistance (DPA) opportunities for the Village of Maywood.
- 9) Will work closely with VOM to create Employee Assisted Housing Programs for employers in Maywood for consideration for Maywood resident workers.
- 10) Will create all documentation needed to provide DPA to future homebuyers.
- 11) Will create and implement a campaign series to help interested VOM residents become property developers.
- 12) Will work with Village of Maywood to build the industry professional teams for property sales.
- 13) Will work closely with the homebuying team for each home purchase.
- 14) Will find additional DPA to layer for the best opportunities for future homebuyers.
- 15) Will provide three homeownership workshops in Maywood- Quarters one, two and three.
- 16) Will provide one Housing Fair in the Fall of 2025 (quarter 4) to culminate housing activities for the year.

BUDGET FOR ONE YEAR:

- a) Administrative fee in the amount of \$30K per quarter of the calendar year. The \$30K fee is to be vouchered for on the 1st of the month of the first month of each quarter and should be disbursed from Village of Maywood to OPRHC via ACH or by a physical check by the 15th of the first month of each quarter:
- Quarter one: January, February, and March, to be paid January 15, 2025.
 - Quarter two: April, May, June, to be paid April 15, 2025.
 - Quarter three: July, August, September, to be paid July 15, 2025.
 - Quarter four: October, November, December, to be paid October 15, 2025.
- b) Fee per housing unit sale/closing: \$2500 per unit that closes.

None of the aforementioned fees may come from Cook County as we are already funded by Cook County.

TERM

This Agreement shall be effective as of January 1, 2025 and shall continue in full force and effect for 13 consecutive months. The Village of Maywood and Oak Park Regional Housing Center may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

TERMINATION

The Village of Maywood may terminate this Agreement for "Convenience," after giving Oak Park Regional Housing Center written notice of the reason. This written notice must be provided 30 days prior to termination.

RESPONSIBILITY UPON TERMINATION

Any equipment provided by the Village of Maywood to Oak Park Regional Housing Center in connection with or furtherance of OPRHC's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Village of Maywood.

OBLIGATION OF CONFIDENTIALITY

In performing consulting services under this Agreement, OPRHC may be exposed to and will be required to use certain "Confidential Information" of the Village of Maywood. OPRHC agrees that they will not and its employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the Village of Maywood, or disclose such Confidential Information without the written authorization of the Mayor of the Village of Maywood, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

CONFLICT OF INTEREST

OPRHC covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of the Village of Maywood during the duration of this Agreement unless express written authorization to do so is given by the Village's Mayor. A direct competitor of the Village of Maywood for

purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in the business of housing counseling and or property development.

COMPLETE AGREEMENT

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

SIGNATURES

1. Please read the contract on the previous pages to make sure there is clear understanding and that all details are included for our entities to work together. It's really important to OPRHC that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let OPRHC know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please sign below.
4. Once we receive your acceptance, we'll work swiftly to sort out next steps and get the project rolling.

Nathaniel George Booker, Village President

PRINT: Village of Maywood Representative



SIGNATURE: Village of Maywood Representative

12/10/2024

Date



PRINT: Oak Park Regional Housing Center Representative

12/10/2024

Date



SIGNATURE: Oak Park Regional Housing Representative

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love Garron, 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:

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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 10th day of December, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of December, 2024.

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, Trustees R. Williams, A. Sanchez and M. Lightford

NAYS: Trustees M. Jones, A. Peppers and I. Brandon

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 10th day of December, 2024.





Tori-Love Garron, Village Clerk