

## Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, November 19, 2013

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### Presentation

- November 2013 Neighbor of the Month Winners: Residential – Mike & Penny Lesage, 903 32<sup>nd</sup> Avenue; Commercial – Ray’z Barber Shop, 3002 Avenue of the Cities.
- Emergency Communication Project (Denis Bulat, Bi-State Regional Planning)
- Prioritizing Missing Sidewalks. (Alan Sabat, Planning Intern)

### Questions on the Agenda

#### Agenda Items

1. **Abandoned Residential Properties Grant.** (K.J. Whitley, Community Development Program Manager)
2. **CDBG Revised Policies and Procedures Manual.** (K.J. Whitley, Community Development Program Manager)
3. **HOME 2014-2015 Single Family Owner Occupied Rehabilitation (SFOOR) Grant.** (K.J. Whitley, Community Development Program Manager)
4. **IHDA 2013 Trust Fund Homebuyer Rehabilitation Assistance Program Grant.** (K.J. Whitley, Community Development Program Manager)
5. **Community Rating System Annual Recertification for Floodplain Management.** (Shawn Christ, Land Development Manager)
6. **IT Surplus Property.** (Kathy Carr, Finance Director)
7. **Amendment of the Intergovernmental Agreement with the Illinois Department of Revenue** (Kathy Carr, Finance Director)
8. **A Line of Credit in an Amount Not to Exceed \$4,200,000.00.** (Ray Forsythe, Planning & Development Director)
9. **Other**

### Informational

City Council Goals Progress Report (Lew Steinbrecher, City Administrator)

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# Explanation

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## **1. Abandoned (Residential) Properties Grant.** (K.J. Whitley, Community Development Program Manager)

**Explanation:** The City of Moline Planning and Development Department proposes to apply for \$75,000 in HOME Abandoned (Residential) Properties Grant through the Illinois Housing Development Authority (IHDA). Under this program, IHDA will make grants to municipalities and counties for the maintenance or demolition of abandoned residential properties within their jurisdiction. Grant funds may be used for securing, maintaining, demolishing, or rehabilitating abandoned homes. The maximum grant award will be \$75,000. This grant will allow the City to remove dangerous and dilapidated residential homes throughout the community.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live, Strong Local Economy

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## **2. Community Development Block Grant (CDBG) Revised Policies and Procedures Manual.** (K.J. Whitley, Community Development Program Manager)

**Explanation:** The City of Moline Planning and Development Department has made revisions to its current CDBG Policies and Procedures Manual. These recommendations were presented and approved by the Citizen Advisory Council on Urban Policy (CACUP) on September 9, 2013. The revisions include two key amendments. The owner's contribution under the City's Community Housing Services (CHS) program has been eliminated in order to simplify the program for property owners and assist with program administration. Property owners are eligible for up to \$15,000 dollars in assistance during a five-year period for eligible construction items. Secondly, the Citizens Participation Plan has been amended to clarify the requirements for a Substantial Amendment to the City's Annual Action Plan per HUD's recommendation. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live, Strong Local Economy

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## **3. HOME 2014-2015 Single Family Owner Occupied Rehabilitation (SFOOR) Grant.** (K.J. Whitley, Community Development Program Manager)

**Explanation:** The City of Moline Planning and Development Department proposes to apply for \$650,000 in HOME (2014-2015) SFOOR funding through the Illinois Housing Development Authority. The scope of the grant includes the rehabilitation of single family owner occupied housing in the cities of Moline and East Moline. This program assists low-income homeowners with necessary repairs to their homes, which may include replacement of roofing, windows, wiring or furnace. Under the program guidelines, a minimum of \$4,000 and a maximum of \$40,000 in HOME funds can be allocated to each project to bring the property up to codes and property standards. This grant will allow the City to continue to provide safe and affordable housing to low income residents. No local match will be required.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live, Strong Local Economy

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**4. Illinois Housing Development Authority (IHDA) 2013 Trust Fund Homebuyer Rehabilitation Assistance Program Grant.** (K.J. Whitley, Community Development Program Manager)

**Explanation:** The City of Moline Planning and Development Department previously applied for and has received a \$504,000 2013 Trust Fund Homebuyer Rehabilitation Assistance Program Grant from the Illinois Housing Development Authority. This grant will provide assistance to eligible homebuyers to purchase and rehabilitate vacant and/or abandoned homes throughout the state. All properties selected must be the buyer's primary residence and not an income property. Homebuyers at or below 50% AMI are eligible for up to \$5,000 in down payment and closing assistance with up to \$20,000 in rehabilitation assistance. Homebuyers at or below 80% AMI are eligible for up to \$3,000 in down payment and closing assistance with up to \$20,000 in rehabilitation assistance. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live, Strong Local Economy

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**5. Community Rating System Annual Recertification for Floodplain Management.** (Shawn Christ, Land Development Manager)

**Explanation:** Since 2010, the City has participated in the National Flood Insurance Program's (NFIP) Community Rating System (CRS), a voluntary incentive program offered by the Federal Emergency Management Agency (FEMA) to encourage floodplain management activities that exceed minimum NFIP requirements. The City's participation earns property owners in flood hazard areas a cost reduction on flood insurance premiums. To maintain this participation, the Mayor must certify annually that the City continues to perform its stated activities. To meet the CRS submittal deadline, this item will also appear under items not on consent for the formal Council Agenda for November 19, 2013. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live, Improved City Infrastructure & Facilities

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**6. Request to Declare Various Items as Surplus Property and Authorizing the Finance Director to Dispose of Said Surplus Property.** (Kathy Carr, Finance Director)

**Explanation:** The Information Technology Department has acquired technology equipment in previous years that is no longer being used. The Risograph and copiers will be disposed of and recycled by RK Dixon – the workstations and monitors auctioned off on eBay or a similar public auction and/or reused by the IT Department as appropriate. The Law Department has nine chairs used by department directors in the Council Chambers that are either broken and/or in poor condition. Authorization needs to be given to dispose of these surplus items through the legal disposal process that is most advantageous to the City whether sealed bid, auction, negotiation or otherwise. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Potential Revenue for the Information Technology Fund  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Financially Strong City

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**7. Amendment of the Intergovernmental Agreement with the Illinois Department of Revenue**  
(Kathy Carr, Finance Director)

**Explanation:** This is an agreement between the City of Moline and the Illinois Department of Revenue for an exchange of confidential sales tax information by authorized personnel. This resolution amends “Exhibit A” of the agreement by updating authorized personnel. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** Illinois Department of Revenue  
**Goals Impacted:** Financially Strong City; Strong Local Economy

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**8. Establishing a New Taxable Line of Credit between the City of Moline and First Midwest Bank in an Amount Not to Exceed \$4,200,000.00.** (Ray Forsythe, Planning & Development Director)

**Explanation:** In 2007, the City issued bonds in the amount of \$7,550,000 to facilitate a loan to the developer, Financial District Properties KP, LLC, for the purpose of financing property acquisition costs of Phase III of the Bass Street Landing Project. In December 30, 2010, the City refinanced the loan in the amount of \$6,782,914. The developer has continued to make principal and interest payments and is now requesting a three-year extension on a portion of the loan and has made arrangements for permanent financing for the balance of the loan directly with First Midwest Bank.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Debt service will be funded by the developer  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Strong Local Economy

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# **CITY OF MOLINE**

## **Community Development Block Grant Program Policies and Procedures Manual Revised November 2013**

**Planning & Development Department  
Community Development Division  
619 16<sup>th</sup> Street, Moline, Illinois 61265 • 309-524-2044 • FAX 309-524-2031**

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generally ineligible, because equipment is usually expensive, and can generally be rented at a lesser cost for a short period of time. Because CDBG funds are limited, equipment may only be purchased if absolutely necessary for the program or project. Thus, rental of equipment is recommended over purchase.

Items which cost less than \$300 and which have a useful life of less than one year are considered to be supplies and are to be purchased under the General Non-Personnel Costs (Supplies) cost category.

## 2. Limitation on Purchase of Equipment

Under HUD regulations, the purchase of equipment, fixtures, motor vehicles, or furnishings that are not an integral structural fixture is ineligible except when necessary for use by the City or a Subrecipient in the administration of the overall City CD grant or as part of the administration of a public service project or CHDO operating expenses.

### **III. COMMUNITY HOUSING SERVICES**

#### **A. Introduction**

The Moline Community Housing Services (CHS) program is designed to aid and assist low or moderate income homeowner-occupants of substandard single-family dwellings with homeowner rehab assistance (eligible items defined later in manual).

Aid and assistance will come from the Community Development Block Grant Funds. This grant is a forgivable loan with a maximum of \$14,999 dollars within a period of 5 years from the date of final (approved) inspection. A Recapture Agreement will be recorded at the Rock Island County Recorder's Office for a period of 5 years. At the end of the fifth year, the release documents will be prepared by City staff and will be forwarded to the homeowner. It will be the homeowner's responsibility to record and pay the recording fee that will remove the recapture from the property.

If the property is sold prior to the 5 year requirement, a pro-rated amount will be due to the City of Moline. The amount of the repayment shall be the amount of the loan reduced by one-sixtieth ( $1/60^{\text{th}}$ ) for the 5 year period for each full month of occupancy of the residence by the Owner from the date the Project has been identified as completed. Any repayment of funds will be made to the City of Moline and used for rehabilitation activities under the Community Housing Services Program.



During the five year recapture period, refinancing the current mortgage of the property will only be approved if lowering your interest rate and/or your monthly payment. **No cash back is allowed.**

In order to be considered for program assistance, all interested parties shall request to have their name, address of the subject property, and any and all other pertinent information as may be requested by the City placed on the program waiting list. Once an applicant's name and address of primary residence has been placed on the program waiting list, there shall be no trading, exchanging, or bumping of the initial applicant with another person(s) and the same shall be the case with a subject property listed on the program waiting list in terms of no trading, exchanging, or bumping. All recipients shall meet the federal income guidelines limit established each year by Housing and Urban Development (HUD) as defined later in the manual. All recipients shall meet the federal income guidelines limit established each year by Housing and Urban Development (HUD) as defined later in the manual.

## **B. Eligibility**

Qualified recipients shall be low and moderate-income homeowner-occupants of single-family dwellings living within the city limits of Moline. Assistance provided or anticipated to be provided shall only be utilized by the household in which the primary applicant (person whose name is on the program waiting list) resides at the time of assistance and for the recapture period thereafter. In addition to the preceding, program assistance shall only be provided to the residence in which the primary applicant resides as identified by the address on the program waiting list. This program currently does not provide assistance to multi-family units. Multi-family units will only be considered on a case by case basis upon receiving state funding from the Illinois Housing Development Authority.

## **C. Income Eligibility**

A homeowner's total income must not exceed federal income limits set by HUD for the Moline area. Household income is defined by the IRS 1040 adjusted gross income received by all household members over the age of 18. Income will not be collected from full-time college students (please see ii-2 below).

### **Composition and Sources of Income and Assets**

- i. Family Income includes, but is not limited to:
  1. Wages, salaries, tips, etc (includes income of ALL adults 18 years of age or older).
  2. Taxable interest
  3. Dividends

4. Taxable refunds, credits or offsets of State and local income taxes. There are some exceptions – refer to Form 1040 instructions
5. Alimony (or separate maintenance payments) received
6. Business income (or loss)
7. Capital gain (or loss)
8. Other gains (or losses) (i.e., assets used in a trade or business that were exchanged or sold)
9. Taxable amount of individual retirement account (IRA) distributions. (Includes simplified employee pension (SEP) and savings incentive match plan for employees (SIMPLE) IRA.)
10. Taxable amount of pension and annuity payments
11. Rental real estate, royalties, partnerships, S corporations trusts, etc.
12. Farm income (or loss)
13. Unemployment compensation payments.
14. Taxable amount of Social Security benefits
15. Other income. (Includes: prizes and awards; gambling, lottery or raffle winnings; jury duty fees; Alaska Permanent fund dividends; reimbursements for amounts deducted in previous years; income from the rental of property if not in the business of renting such property; and income from an activity not engaged in for profit).

ii. The following are not considered income:

1. Income from employment of children (including foster children) under the age of 18 years.
2. Income from **full** time college students. Proof of enrollment will be required.
3. Payments received for the care of foster children.
4. Lump sum additions to family assets, such as inheritances, insurance payments, capital gains and settlements for personal or property losses (see i-5 above).
5. Amounts received or reimbursed specifically for medical expenses.
6. Income of a live-in aide (verification required).
7. Amounts received by a disabled person under a Plan to Attain Self-Sufficiency (PASS) program.
8. Amounts specifically excluded by Federal statute as published periodically in the Federal Register

iii. Assets are defined as:

1. Cash
2. Marketable securities, bonds, capital gains

3. Inheritance, lump sum insurance payments (including Worker's Compensation settlements).
4. Settlements for person or property damage.
5. Equity in real estate, excluding the equity in an owner's principal residence when that owner is participating in an owner-occupied rehabilitation project. (See also iv-4 below).
6. Other personal property which is readily convertible into cash.

iv. Assets do not consist of:

1. IRA accounts and similar pension plans.
2. Ordinary household effects readily convertible to cash such as furniture, fixtures, etc.
3. Reasonable transportation.
4. The equity in a housing co-operative unit, or the equity in a manufactured in which the family resides.

### 2013 Annual Income Guidelines

Household Size AMI's	Limit	1	2	3	4	5	6	7	8
	80%	\$35,350	\$40,400	\$45,450	\$50,500	\$54,550	\$58,600	\$62,650	\$66,700

**Type of Structure** - The structure to be improved must be a single-family dwelling where only one family resides.

**Location of Property** - Dwellings must be located within the City of Moline.

**Ownership and Occupancy** – The property must be owned and occupied by the applicant.

v. **Eligible Items and Rehabilitations Standards**

(Note: All eligible items must meet City's current adopted federal, state and local codes.)

1. **Drain Tile/Sump Pump**: Installation of drain tile/sump pump.
2. **Electrical**: Size of service and present wiring must meet or be brought up to the Electrical Code.
3. **Foundation/Concrete**: Repair or replacement of basement foundation wall(s) and/or concrete.
4. **Gutters/Downs**: Aluminum, seamless must meet City Code.
5. **H/C Accessibility**: Assist homeowner with disabilities and make their home accessible for daily use. Includes H/C ramps.
6. **Heating**: Repair or replacement must meet the Heating Code.

7. **Insulation**: Contractor must provide information as to the type of material, square footage in attics and sidewalls, and R-factor rating. A total of R-38 in the attic and R-13 in the sidewalls is the desired range.
8. **Plumbing**: Repair or replacement must meet the Plumbing Code.
9. **Roof**: Must meet the requirement of the Building Code.
10. **Water/Sewer Service**: Repair or replacement as ordered by the City Water Department.
11. **Windows and Siding**: Repair or replacement as ordered by the City Building Division.

**vi. Eligible Items Under the Emergency Forgivable Loan Criteria**

This program provides one-time ONLY emergency funding assistance for titled homeowners of record, who are experiencing a problem with their domicile that poses an imminent threat to the health and safety of the residence and meets our pre-determined eligible emergency items. This problem must have occurred without warning and not from creation of negligence of mankind. Our emergency forgivable loan program is not meant nor does it have the funding to cover every emergency situation that may arise. This program will only assist with repairing or replacing the listed emergency item; not other items that may obstruct or are attached to the item.

Situations that meet our program's criteria will not result in the titled homeowners of record being placed on a waiting list. Help is available immediately after required documents are submitted and deemed adequate, environmental review is completed and household income is verified; subject to available funding.

**Eligible Emergency Items**

1. Accessibility issues related to handicapped/disability condition(s) of an occupant
2. Frozen water lines or water line breaks as determined by an Illinois Plumbing Inspector or the Moline Water Division.
3. Repairs of inoperative or dangerous furnace or furnace replacement during the heating season (October 1<sup>st</sup> - March 31<sup>st</sup>) as determined by a registered mechanical contractor.
4. Major emergency roof repairs will be considered to qualify as an "emergency" situation and potentially eligible when one or both of the following situations are present and have been identified by a qualified City building inspector or their designee:

- a. Structural damage to the home has occurred as a result of a damaged roof system that has resulted in an immediate life-safety issue as per the city's Building code; and/or
  - b. A damaged roof system has caused or is contributing to an electrical hazard that presents a life-safety issue as per the City's Building and/or Electrical Code.
- 5. Sewer line breaks as determined by an Illinois Plumbing Inspector or the Moline Sewer Division.
- 6. Medical Emergency – The Program Manager has the discretion to advance a person to the top of the CHS Program waiting list when a person in the household has been diagnosed with a life threatening condition. The improvements to be undertaken must alleviate the negative environmental effects of the life threatening medical condition and must be eligible CHS program activities. The CHS request must be supported through medical records and written verification by the diagnosing medical physician. All documentation must be submitted to the Program Manager in writing and upon request; documents will remain in the possession of the City for the duration of the project.

## **D. PROCEDURES**

### **STEP 1**

#### **Application**

An application will be mailed to the homeowner to the address initially given to the Community Development Division. The homeowner shall complete and review the application prior to submitting it along with the required documentation. The homeowner must provide all information regarding their income, household and property information. Households must provide all documentation required that is on the checklist accompanying the application. If there is documentation that cannot be provided the application will be rejected.

### **STEP 2**

#### **Income Certification, 4506-T & Social Security Verification**

The Community Development Division will review all supporting income documentation provided and complete an Income Certification which must be signed by the homeowners prior to a contract being executed. By signing the Income Certification the homeowner(s) are verifying that all income documentation given to the Community Development Division is true and correct. All household members over the age of 18 are also required to complete a 4506-T (Request for Transcript of Tax Return). This form will be faxed directly to the IRS to verify all income that was filed. If any household members received Social Security benefits a Social Security verification form must also be completed and signed. This form will be mailed to the local Social Security Administration Office to verify all Social Security benefits.



City of Moline  
Citizen Participation Plan/Process  
**24CFR 91.105**

## **Introduction**

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The City of Moline is required to adopt a Citizen Participation Plan as set forth by Regulation 24 CFR 91.105 CITIZEN PARTICIPATION PLAN; LOCAL GOVERNMENTS. The City is required to make this plan available to the public. The participation plan must contain the City's policies and procedures for public participation in regards to the Consolidated Annual Action Plan process, use of CDBG funds, as well as other public documents to be submitted to HUD on a yearly basis.

## **Citizen Advisory Council on Urban Policy**

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Participation must be an integral part of the planning process for the Consolidated Submission for Community Planning and Development Programs (Consolidated Annual Action Plan). Thus, the City of Moline has a Citizen Advisory Council on Urban Policy (CACUP) to act as ambassador for citizens.

In 1975 the City of Moline established CACUP pursuant to the regulations established by Congress in passing the Housing Community Development Act of 1974. From this Act the Community Development Block Grant (CDBG) program was formed. In association with Section 105 of the ACT and the regulations therein, the Office of Assistant Secretary of Community Planning and Development created Title 24 of the Code of Federal regulations. The code provides guidance and direction on the implementation of CDBG programs and a process for developing the citizen participation plan/process. CACUP's main objectives are as follows:

1. Conduct public hearings to insure citizen participation in planning, implementation and assessment of CDBG programs.
2. Formulate recommendations to city council for the annual allocation of Federal Community Development Block Grant funds for public service, administration, property and infrastructure improvements, and economic revitalization activities targeted to low and moderate income individuals.
3. To identify Community Development needs, particularly those of low/moderate income persons.
4. To promote public information efforts to educate citizens regarding the availability of CDBG funded programs.
5. To review and approve the 5-year Consolidated Plan
6. To support efforts of the City Council and other City Commissions in assessment of general development needs of the community.

The aforementioned objectives are in harmony with 24CFR 91.100-91.115 of the Code of Federal Regulations.

However, the responsible legislative body in matters relating to the Consolidated Plan and annual Action Plan process is City Council. As directed by City Council, CACUP shall be involved in the development of the consolidated plan and annual action plan. Nevertheless, CACUP is directed to make specific funding and program recommendations on the use of community development block grant funds to the city council.

The citizens' advisory council meetings are held on the second floor in the Committee of the Whole Room at City Hall, 619 16<sup>th</sup> Street, and are open to the public. The

Committee is not intended to exclude any individual citizen input. All citizens of Moline are encouraged to participate in every public meeting and to contact the community development division with any questions concerning the process and the programs pertaining to the consolidated or annual action plan.

The Consolidated Plan is a single submission process for the Community Development Block Grant (CDBG), program. A part of the Consolidated Plan is the Action Plan, which establishes the annual budget for this program. The Department of Housing and Urban Development (HUD), in its attempt to assure adequate opportunity for participation by program beneficiaries, has prescribed minimum submission, performance, and record maintenance requirements. These requirements are spelled out under 24 Code of Federal Regulations (CFR), 570.507 (Performance Report), 570.704(a) (Loans Guarantee Pre-submission and Citizen Participation Requirements) and 570.506 (Records to be Maintained by Recipient) 24CFR Part 91.105 (Citizen Participation Plan; Local Governments) and 24 CFR Part 91.505(Amendments to the Consolidated Plan).

The CDBG Program is administered by the Planning Department, Community Development Division of the City of Moline. The local citizen participation process generally includes a yearly series of public meetings held at city hall, which is centrally located in a lower income census tract; this in effort to obtain additional participation of low to moderate income families in the Consolidated Plan and Performance Report review process. All meetings/hearings are advertised in accordance with applicable HUD, State and local regulations. Public notices for environmental procedures and project related purposed are also part of the citizen participation process.

### **Encouragement of Citizen Participation**

The City of Moline encourages participation by low- and moderate- income persons in the development of the Consolidated Annual Action Plan, substantial amendments and performance reports. These persons would most likely live in the areas in which the CDBG funds are proposed to be used. The City of Moline will take whatever action necessary to include minorities, non-English speaking persons, and persons with disability to participate.

### **Planning Process**

The Consolidated Plan is a U.S. Department of Housing and Urban Development (HUD) requirement that combines the planning and application process for four existing HUD grants: The Community Development Block Grant (CDBG), the Emergency Shelter Grant (ESG), HOME Investment Partnerships Program (HOME), and Housing Opportunities for Persons with AIDS (HOPWA).

In effect, the Consolidated Plan examines the current housing situation, explores the housing and community development needs of the City, and sets priorities for spending HUD grant funds. Public comment is a vital component of exploring the City's housing and community development needs and setting spending priorities. The Consolidated Plan offers the opportunity for strategic Citywide planning to occur alongside citizen participation.



HUD requires development of a Citizen Participation Plan that outlines policies and procedures of how the City intends to solicit citizen participation. The purpose of the Citizen Participation Plan is to outline and define the citizen participation process.

### **Development of the Consolidated Annual Action Plan**

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The City of Moline must make the Consolidated Annual Action Plan available to citizens, public agencies and other interested parties prior to adopting the plan. The City proposes to do so by the following:

#### **Public Comment on the Proposed Consolidated Plan:**

Before the Consolidated Plan is drafted, it will be advertised and a public meeting will be held to gather input from citizens regarding proposed changes. Generally, this meeting will be held in Moline City Hall Committee of the Whole Room. If for some reason the advertised sites are not available, the meeting will be held at the Moline Township Hall the public will be encouraged to send their comments in writing. Written comments are encouraged at any time.

Notices of the meeting will be published in the Dispatch/Argus newspaper no less than 15 days prior to the meeting and a press release will be forwarded to all local newspapers.

Once drafted and before the Consolidated Plan is adopted, it will be made available to interested parties for a comment period no less than 30 days. This comment period will begin between 90 and 120 days before the Consolidated Plan's submission date to HUD, which is approximately November 15<sup>th</sup> of each year.

A public meeting will be conducted during the 30-day comment period to gather comments on the proposed plan.

Citizens will be notified of the Consolidated Plan's availability through newspaper notification. A display ad will be published in the daily newspapers at the beginning of the comment period along with a press release that will be forwarded to all newspapers in English and Spanish in the Metro Area.

Along with the notification that the proposed Consolidated Plan is available for public comment, a summary of the Consolidated Plan's contents and the Consolidated Plan's purpose will be published. The notification will be published on the day the Consolidated Plan comment period begins. Locations where copies of the entire proposed consolidated plan may be obtained will also be stated in the notice.

The proposed Consolidated Plan will be available at The City of Moline's website at [www.moline.il.us](http://www.moline.il.us) for the full public comment period. Copies of the Consolidated Plan will also be available from City of Moline Community Development Division during the public comment period. Citizens or groups that have attended the public hearings will receive a letter notifying them of the Consolidated Plan's availability for comment if their address is provided to the Planning Department at the time of the hearing.

## **Amendment Criteria**

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The following criteria will constitute a substantial amendment to the Consolidated Annual Action Plan.

1. A change in the use of CDBG money from one activity to another, in excess of \$100,000.00.
2. The elimination of an activity originally described in the Annual Action Plan.
3. The addition of an activity not originally described in the Annual Action Plan.
4. A change in the purpose of an activity, such as a change in the type of activity or its ultimate objective; for example, a change in a construction project from housing to commercial.
5. A meaningful change in the location of an activity.
6. A change in the type or characteristics of people benefiting from an activity. Among the "characteristics" are:
  - a. The HUD-recognized income levels of: 0-30% of area median income; between 31%-50% of AMI; and between 51% and 80% of AMI.
  - b. Race or ethnicity.
  - c. Renter or homeowner
  - d. Single households, small ones (2-4 people), large ones (5+ persons).
7. A 50% decrease in the number of low or moderate income people benefiting from an activity.
8. A change in the scope of an activity, such that there is a 50% increase or decrease in the amount of money allocated to the activity.

In the event of an amendment to the Consolidated Plan, the proposed amended Consolidated Plan will be made available to interested parties for a comment period of no less than 30 days.

Citizens will be notified of the amended Consolidated Plan's availability through newspaper notification. The notification will appear in at least two newspapers that are circulated through the Metro Area. The notification will be published the day the amended Consolidated Plan comment period begins.

The amended sections will be available for viewing on The City of Moline's website [www.moline.il.us](http://www.moline.il.us) or copies may be obtained from the City of Moline Planning and Development Department during the public comment period.

## **Consideration of the Public Comment on the Amended Plan**

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Comments on the amended Consolidated Plan by individuals or groups received in writing or at public meetings will be considered. A summary of the written and oral

public comments on the amendments, and a summary of those not accepted and the reasons therefore, will be included in the addendum to the final Consolidated Plan.

### **Consolidated Annual Performance Evaluation Report**

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Before the Consolidated Annual Performance Evaluation Report (CAPER) is submitted to HUD, it will be made available to interested parties for a comment period of no less than 15 days. This comment period will begin between 20 and 45 days before the APR's submission date to HUD, which is March 30th.

Citizens will be notified of the CAPER's availability through newspaper notification. The notification will appear in at least two newspapers that are circulated throughout the Metro Area and on The City of Moline's website. The notification will be published the day the CAPER comment period begins.

The CAPER will be available at The City of Moline's website for the full public comment period. Copies of the APR will be available from the City of Moline's Planning Department by mail during the public comment period.

Comments will be considered from individuals or groups received in writing. A summary of the written comments and a summary of those not accepted and the reasons therefore, will be included in the final CAPER.

The CAPER will contain the following information and

- Executive Summary
- Narratives
  - Assessment of Three- to Five- Year Goals and Objectives
  - Affirmatively Furthering Fair Housing
  - Affordable Housing
  - Continuum of Care
  - Other Actions
  - Leveraging Resources
  - Self-Evaluation
- Citizen Participation
- Community Development Block Grant
  - Narrative
  - IDIS Reports
    - PR03
    - PR10
    - PR26
    - PR06
    - PR23
- Home Investment Partnerships
- Emergency Shelter Grants

### **Public Hearings**

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Two public hearings per year will be held to obtain citizen's views and responses to proposals and questions. These meetings will be at two different stages of the program year. These meetings will address housing and community development needs, development of proposed activities and review of program performance. At least one of

the meetings will be held prior to the Consolidated Annual Action Plan being published for comment. Citizens will be notified of the hearing by newspaper publishing.

### **Public Comment on the Proposed Consolidated Plan**

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Before the Consolidated Plan is drafted, it will be advertised and a public meeting will be held to gather input from citizens regarding proposed changes. Generally, this meeting will be held in Moline City Hall Committee of the Whole Room. If for some reason the advertised sites are not available, the meeting will be held at the Moline Township Hall the public will be encouraged to send their comments in writing. Written comments are encouraged at any time.

Notices of the meeting will be published in the Dispatch/Argus newspaper no less than 15 days prior to the meeting and a press release will be forwarded to all local newspapers.

Once drafted and before the Consolidated Plan is adopted, it will be made available to interested parties for a comment period no less than 30 days. This comment period will begin between 90 and 120 days before the Consolidated Plan's submission date to HUD, which is approximately November 15<sup>th</sup> of each year.

A public meeting will be conducted during the 30-day comment period to gather comments on the proposed plan.

Citizens will be notified of the Consolidated Plan's availability through newspaper notification. A display ad will be published in the daily newspapers at the beginning of the comment period along with a press release that will be forwarded to all newspapers in English and Spanish in the Metro Area.

Along with the notification that the proposed Consolidated Plan is available for public comment, a summary of the Consolidated Plan's contents and the Consolidated Plan's purpose will be published. The notification will be published on the day the Consolidated Plan comment period begins. Locations where copies of the entire proposed consolidated plan may be obtained will also be stated in the notice.

The proposed Consolidated Plan will be available at The City of Moline's website at [www.moline.il.us](http://www.moline.il.us) for the full public comment period. Copies of the Consolidated Plan will also be available from City of Moline Community Development Division during the public comment period. Citizens or groups that have attended the public hearings will receive a letter notifying them of the Consolidated Plan's availability for comment if their address is provided to the Planning Department at the time of the hearing.

### **Availability to the Public**

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The approved Consolidated Plan, APR, and any substantial amendments will be available to the public within 30 days of HUD's approval of the document. Copies of the Consolidated Plan and APR will be available through the City of Moline's website. Copies may be requested from the City of Moline Planning Department.

Upon request, the Consolidated Plan and APR will be made available in a form accessible to persons with disabilities.

### **Access to Records**

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Interested parties will be provided access to information and records relating to the Consolidated Plan and any other uses of assistance under the programs covered by this part during the preceding five years. The public will be provided reasonable access to housing assistance records, subject to City and local laws regarding privacy and obligations of confidentiality, during the APR public comment period.

### **Technical Assistance**

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City staff will work with organizations and individuals representative of low and moderate income people who are interested in submitting a proposal to obtain funding for an activity. All potential applicants for funding are encouraged to contact City staff in the Community Development Division for technical assistance before completing a proposal form.

### **Complaints**

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Substantive written response to every written citizen complaint will be provided within 15 working days of receiving the comment.

*City of Moline  
Planning & Development Department  
Community Development Division  
619 16<sup>th</sup> Street  
Moline, IL 61265*

*or by accessing The City of Moline's website at [www.moline.il.us](http://www.moline.il.us)*

**TRUST FUND  
SINGLE FAMILY  
GRANT AND LOAN**

November 5, 2013

Ms. K. J. Whitley  
City of Moline  
619 16 St.  
Moline, IL 61265

**Re: Conditional Commitment Letter (this "Letter")  
Homebuyer Rehabilitation Assistance Program  
City of Moline (STF-50715)**

Dear Ms. Whitley:

The Illinois Housing Development Authority ("IHDA") is the program administrator of the Illinois Affordable Housing Program (the "Program"), as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.*, as amended from time to time (the "Trust Fund Act"), and the rules promulgated under the Trust Fund Act, as amended and supplemented from time to time (the "Rules"). All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Trust Fund Act, and if not defined there, the meanings established in the Rules.

City of Moline, an Illinois unit of local government ("Sponsor"), has applied to IHDA for, and IHDA agrees to make, funds available in the maximum amount of Five Hundred Four Thousand and No/100 Dollars (\$504,000.00) (the "Funds") from the Illinois Affordable Housing Trust Fund (the "Trust Fund"), pursuant to Section 8 of the Trust Fund Act, to provide grants for down payment and closing cost assistance ("Grants") and to make mortgage loans ("Loans") to certain Low Income Households (defined as a household income at or below 80% of the area median income) and Very Low Income Households (defined as a household income at or below 50% of the area median income) (collectively, the "Households") in connection with the acquisition and rehabilitation of eighteen (18) single family homes (the "Homes"), located in the City of Moline, Rock Island County, Illinois, to be identified at a later date (the "Project"). The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.

**A. CONTINGENCIES:** IHDA's performance of its obligations under this Letter is contingent upon:

**1. Availability of Appropriations** (30 ILCS 500/20-60). IHDA shall use its best efforts to secure sufficient appropriations to fund the Grants and Loans. However, IHDA'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 granted to IHDA by the Illinois General Assembly to allow

IHDA to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by IHDA, at IHDA's sole discretion, are insufficient to complete the Project. IHDA shall give the Sponsor notice of insufficient funding as soon as practicable. The Sponsor's obligation to perform shall cease upon receipt of the notice.

2. **Other contingencies.** IHDA's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon:

a. evidence satisfactory to IHDA of a commitment or commitments from one or more local financial institutions or governmental entities, as approved by IHDA, to provide senior position mortgage loans to the Households in amounts satisfactory to IHDA; and

b. The provision of a down payment by each Homebuyer in an amount equal to the greater of One Thousand and No/100 Dollars (\$1,000.00) or one percent (1%) of the purchase price of the Home.

c. Sponsor's completion or satisfaction of each and all of the terms and conditions listed below to IHDA's sole satisfaction.

IHDA's performance is also contingent upon its determination, in its sole discretion, on the Initial Closing Date (as hereinafter defined) and each date thereafter upon which Funds are to be disbursed, that the (i) funds received from all sources listed above, plus any additional funds provided by Sponsor or any other funding source, will be sufficient to complete the acquisition and rehabilitation of the Homes constituting the Project; and (ii) Sponsor, its constituent or related entities, or its members, shareholders or other related individual, not being in default under the terms of any other loan or grant made by IHDA under the Trust Fund or any other IHDA program, or not having been in default under the terms of any other loan or grant made by IHDA under any IHDA 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 Trust Fund Act, the Rules, the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act"), and the rules, policies and procedures now or hereafter adopted by IHDA pursuant to the Act, all as amended and supplemented from time to time.

In addition, the Sponsor shall review and become familiar with the program requirements as set forth in that certain Trust Fund Homebuyer Rehabilitation Assistance Program Manual (the "Program Manual"). The Program Manual shall be incorporated into this Letter by this reference and is available electronically upon request.

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

1. **Amount of Funds.** The Funds shall be in the amount of FIVE HUNDRED FOUR THOUSAND AND NO/100 DOLLARS (\$504,000.00).

2. **Use of Funds.**

a. Funds in the amount of Seventy Thousand and No/100 Dollars (\$70,000.00) shall be used to make Grants to the Households for down payment and closing cost assistance in connection with the purchase of the Homes. Each Grant shall be in an amount not to (i) exceed Three Thousand and No/100 Dollars (\$3,000.00) for Low Income Households and (ii) Five Thousand and No/100 Dollars (\$5,000.00) for Very Low Income Households.

b. Funds in an amount not to exceed Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00) shall be used to make nonrecourse Loans to the Households for the rehabilitation of the Homes. Each Loan shall (i) be in an amount not to exceed Twenty Thousand and No/100 Dollars (\$20,000.00), (ii) bear no interest, (iii) have a term of five (5) years ("Term"), and (iv) be forgiven at the rate of one-sixtieth (1/60<sup>th</sup>) of the amount of the Loan at the end of each month throughout the Term. Each Loan shall be payable in full upon the earlier of (w) sale or transfer of the Home, other than by inheritance to a co-owner of the Home or by operation of law upon the death of a joint tenant owner or to a spouse as a result of a divorce of co-owners or (x) the Home is no longer the principal residence of the Homebuyer or (y) a refinancing of the Home resulting in the Homebuyer being allowed to receive a cash payment.

3. **Closing Date.** The closing of the Funds shall occur at such time (the "Initial Closing Date") as: (i) Sponsor has satisfied all of the requirements set forth in this Letter, as determined in IHDA's sole discretion; and (ii) IHDA has issued its internal closing memo. Unless otherwise agreed in writing by the parties, the Initial Closing Date shall be no later than December 31, 2013 (the "Outside Closing Date"). **If the closing of the Funds does not occur on or before the Outside Closing Date, this Letter shall terminate and shall not be extended.**

4. **Purpose of Funds.** Sponsor shall enter into a funding agreement (the "Funding Agreement") with IHDA 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, the following:

a. **Use of Funds.** Sponsor shall use the Funds to make Grants and Loans to Households approved by Sponsor to participate in the Project. The proceeds of the Grants shall be used only for down payment and closing cost assistance in connection with the acquisition of Homes to be purchased by the Households. The proceeds of the Loans shall be used only for the rehabilitation of the Homes purchased by the Households.

b. **Grant Conditions.** As set forth above, Grants to Low Income Households shall not exceed Three Thousand and No/100 Dollars (\$3,000.00); Grants to Very Low Income Households shall not exceed Five Thousand and No/100 Dollars (\$5,000.00). Each Grant shall be governed by a Note and a Recapture Agreement, which shall contain a provision requiring the Homebuyer receiving a Grant to repay to IHDA the amount of the Grant upon the occurrence of certain conditions within five (5) years of the date of the purchase of the Home.



c. **Loan Conditions.** As set forth above, Loans to Low and Very Low Income Households shall not exceed Twenty Thousand and No/100 Dollars (\$20,000.00). Each Loan shall be governed by a Note and a Mortgage.

d. **Project Completion Date.** All Grants and Loans shall be made no later than twenty-four (24) months of the Initial Closing Date (the "Termination Date"). Any unexpended funds as of the Termination Date shall be returned to IHDA.

5. **Initial Disbursement Date.** The initial disbursement of Funds is expected to be no earlier than December 31, 2013.

6. **Funds Documents.** Prior to the closing of the Funds, Sponsor shall deliver to IHDA three (3) original copies of the Funding Agreement executed by Sponsor and such other documents as IHDA may reasonably require, in its sole discretion. This Letter, the Funding Agreement, and all other documents governing or securing the Funds are collectively referred to in this Letter as, the "Funding Documents".

7. **Sponsor's Eligible Fees.** The Sponsor may retain, as project delivery costs (as further described in the Program Manual), up to fifteen percent (15%) of the Funds expended for hard costs and soft costs (both as described in the Program Manual) for each Home; provided however, that such project delivery costs are eligible costs specific to the Home. The Sponsor may also retain the lesser of five percent (5%) of the Funds or Twenty Thousand and No/100 Dollars (\$20,000.00) per year for reimbursement of administrative costs (as further described in the Program Manual); provided however, that such administrative costs are eligible costs.

8. **Other Showings.** Not less than ten (10) business days prior to the closing of the Funds, Sponsor shall, at its sole cost and expense, deliver to IHDA, the following documents, in form and substance satisfactory to IHDA:

a. Resolution or ordinance of the Sponsor, certified by the clerk or other authorized municipal 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; Certificate of Incumbency of the Sponsor 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 Sponsor, as of a date within thirty (30) days prior to the Closing Date;

b. Participant Selection Plan;

c. Drug-Free Workplace Certification in the form attached to this Letter as **Exhibit A**;

d. A Taxpayer Identification Number Certification in the form attached hereto as

**Exhibit B; and**

e. Any and all other documents and showings requested by IHDA or its counsel, in their sole discretion.

9. **Privacy Act Certification.** Sponsor certifies, to the best of his or her knowledge and belief, that the undersigned has adopted and implemented and will enforce an Information Security Policy (“Privacy Policy”) that: (a) complies with the Gramm-Leach-Bliley Act (the “GLB Act”); (b) complies with the Federal Trade Commission’s established policies and procedures for safeguarding information for applicants’ and individual participants (“Participants”) of the Project (the “Safeguard Rule”); (c) includes appropriate measures to dispose of applicants’ and Participants’ information in compliance with the foregoing (the “Disposal Rule”); and (d) complies with the Personal Information Act (the “PIP Act”) (the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act shall be collectively referred to herein as the “Privacy Legislation”).

Sponsor additionally certifies, to the best of his or her knowledge and belief, that the undersigned’s Privacy Policy: (a) creates a form of privacy notice that is in compliance with the Privacy Legislation (“Privacy Notice”); (b) requires that the Privacy Notice be delivered to all individuals prior to a relationship being established with and prior to the applicant disclosing any nonpublic personal information to the Sponsor regardless of whether or not a loan is extended to this individual; (c) directs that the Privacy Notice be sent by mail to the last known address or delivered in person to all of the existing Participants under the Project and yearly thereafter for the duration of the relationship with the Participants; (d) provides that if the Sponsor changes its Privacy Policy that the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Participants; and (e) complies with all of the requirements set forth in that certain Notice Regarding Privacy Act delivered to the Sponsor by the Authority.

Sponsor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

**D. LIMITATIONS ON USE OF THE PROJECT.** At least eight (8) of the Homes shall be sold to Very Low Income Households, and the remainder of the Homes shall be sold to Low Income Households. A copy of the current income guidelines is available on IHDA’s website at [www.ihda.org](http://www.ihda.org). Sponsor shall obtain evidence, satisfactory to IHDA, of each prospective Homebuyer’s income prior to the disbursement of any Loan or Grant.

**E. GENERAL PROVISIONS.**

1. **Assignment.** This Letter is not assignable by Sponsor, in whole or in part.
2. **Termination.** If the closing of the provision of the Funds does not take place on or before the Outside Closing Date, this Letter shall immediately terminate and be of no further force and effect.

3. **No Personal Liability.** No member, officer, agent or employee of IHDA or the Advisory Commission, 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.

4. **Indemnification of IHDA.** Sponsor agrees to defend and indemnify and hold harmless IHDA 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 IHDA may incur or suffer by reason of or in connection with the Project. Sponsor further agrees that IHDA, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Sponsor under this Paragraph E.4 shall survive the provision of the Funds.

5. **State Debt.** By signing and accepting this Letter, the Sponsor is hereby declaring and certifying that it and its affiliates and related entities are not delinquent in the payment of any debt to the State of Illinois (or if delinquent, has entered into a deferred payment plan to pay the debt) and Sponsor and its affiliates and related entities acknowledge that IHDA may declare this Letter null and void if this certification is false or if Sponsor, its affiliates or related entities later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

6. **Time for Acceptance.** The terms and conditions of this Letter shall not become effective unless Sponsor unconditionally accepts it by executing the enclosed three (3) copies of this Letter in the space provided below and returning two (2) original copies to Karri Kartes, c/o the Illinois Housing Development Authority, 401 N. Michigan Ave., Suite 700, Chicago, Illinois 60611, within sufficient time so that she actually receives them within fourteen (14) days of the date of this Letter. If not accepted unconditionally and received by IHDA as provided above, this Letter shall automatically become void and of no legal effect.

7. **Publicity.** IHDA reserves the right to publicize the issuance of this Letter and the provision of the Funds. Sponsor agrees that IHDA may use photographs of the interior and exterior of the Project for its future marketing and public relations purposes. Sponsor shall notify IHDA immediately of any formal publicity in connection with the Project that is arranged or promoted by Sponsor or any other party participating in the financing or development of the Project. Formal publicity includes, but is not limited to, participation in news conferences and media events such as ground breaking and dedication ceremonies. IHDA shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. The use of IHDA's name in any signage, advertising or in any other manner is subject to IHDA's prior written consent.

8. **Survival of Obligations.** Sponsor's obligations as set forth in this Letter shall survive the Closing Date and Sponsor shall continue to cooperate with IHDA and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, IHDA shall determine which document shall control.

9. **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.

Sponsor:

City of Moline  
619 16 St.  
Moline, IL 61265  
Attn: K. J. Whitley

Authority:

Illinois Housing Development Authority  
401 N. Michigan, Suite 700  
Chicago, Illinois 60611  
Attn: 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) 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) days after proper deposit with the United States Postal Service.

**10. Errors and Omissions.** IHDA reserves the right in its sole and absolute discretion, to change or insert terms and conditions contained in this Letter which are incorrect or which were omitted herein, based upon errors and omissions of the Authority.

**11. Counterparts.** 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. IHDA reserves, in its sole and absolute discretion, the right to require original signatures or to rely on facsimile transmissions or photocopies of facsimile transmissions and the Sponsor, hereby waives any rights to object to the validity of their signature based upon IHDA's determination as aforesaid.

*[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]*

Very truly yours,

**ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Mary R. Kenney, Executive Director

Signed on November \_\_\_\_\_, 2013

Approved as to form:

By: \_\_\_\_\_  
Maureen G. Ohle, General Counsel

By: \_\_\_\_\_  
Hazim Taib, Chief Financial Officer

Accepted by Sponsor this

\_\_\_\_\_ day of November, 2013

City of Moline  
an Illinois Unit of Local Government

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibits:**

A: Drug-Free Workplace Certification

B: Taxpayer Identification Number Certificate

## EXHIBIT A

### STATE OF ILLINOIS

#### Drug Free Workplace Certification

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.**

\_\_\_\_\_  
 Printed Name of Organization

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Printed Name and Title

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

## EXHIBIT B

### TAXPAYER IDENTIFICATION NUMBER

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).
  - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
  - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
  - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
  - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
  - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Taxpayer Identification Number:

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

OR

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

Legal Status (check one):

Individual

Governmental

Sole Proprietor

Nonresident alien

Partnership

Estate or trust

Legal Services Corporation

Pharmacy (Non-Corp.)

Tax-exempt

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing  
tax classification)

Limited Liability Company (select applicable



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

D = disregarded entity  
 C = corporation  
 P = partnership

Signature: \_\_\_\_\_

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

(rev 6/10)

## COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

### Section 3. Community Activities

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS Coordinator needs to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual.

Sme 310 We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.

Sme 310 We have issued \_\_\_\_\_ (insert number) permits for new construction and substantial improvements in the Special Flood Hazard Area in the last year.

Sme 310 **Attached are 5 Elevation Certificates for new or substantially improved structures that have been completed in the last year.** Sme Initial here if you have not received any ECs in the last year.

Sme 310 We continue to make copies of Elevation Certificates on newer properties available at our present office location. [ ] Initial here if your office address has changed in the past year. Please provide new address with this form.

Sme 320 We are providing Flood Insurance Rate Map information and information on the flood insurance purchase requirement to inquirers.

Sme 320 **Attached is a copy of the document that told lenders, insurance agents, and real estate offices about this service this year.** [ ] Initial here if the information is included in your annual outreach project to the community. Mark the attachment to Activity 330 to show where this service is publicized.]

Sme 320 **Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.**

Sme 330 **Attached is a description of this year's annual outreach project to floodplain residents.**

Sme 340 People looking to purchase floodprone property are being advised of the flood hazard through our credited hazard disclosure measures.

Sme 350 Our public library continues to maintain flood protection materials.

Sme 350 We continue to conduct an annual review and update of the information and links in our flood protection website.

Sme 410 We continue to use our additional regulatory flood data before a new development can proceed in our floodplain.

## COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- Smc 420 We continue to preserve our open space in the floodplain.
- Smc 430 We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances. [ ] Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.]
- Smc 430 We continue to keep track of building improvements and repairs. Before a new permit is issued, we check the permit record and count the projects' dollar value cumulatively to determine if a nonconforming building should be brought up to our standards for new construction.
- Smc 430 We continue to enforce our current building code. [ ] Initial here if you have amended your building code. Attach a copy of the amendment.
- Smc 430 We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses. [ ] Initial here if your staff has changed and attach a statement as to the staffing changes.
- Smc 440 We continue to use and update our digitized mapping system.
- Smc 440 We continue to maintain and make available all previously issued flood insurance rate maps.
- Smc 450 We continue to enforce the requirement that all new buildings must be elevated above the street or otherwise protected from drainage problems.
- Smc 450 We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control.
- Smc 502 We currently have 5 repetitive loss properties and send our notice to 5 properties in the repetitive loss areas.
- Smc 503 **Attached is a copy of this year's notice on property protection that we sent to our repetitive loss areas.**
- Smc 510 **Attached is a copy of our floodplain management plan's annual progress report.**
- Smc 510 We have provided copies of this progress report to our governing board, local media, and the state NFIP Coordinating office.
- Smc 540 We continue to enforce our stream dumping regulations.

### ATTACHMENTS:

**Exhibit "A"**

Personal Property to be declared surplus:

**Information Technology Equipment:**

<b>Asset/Serial#</b>	<b>Asset Description</b>	<b>Original Cost</b>	<b>Purchase Date</b>	<b>Condition</b>
A = 1625	Parks/Rec Risograph	\$20,680.00	4/20/2001	Poor
A = 1630	Parks – Minolta DI250 Copier	\$5,327.00	06/22/2001	Poor
A = 1632	Fire – Minolta DI450 Copier	\$10,495.00	06/22/2001	Poor
S = DBF04298	Fire – Canon IRC3080 Copier	\$7,800.00	02/25/2009	Fair
S =MWA01041	Police – Canon IRC5058 Copier	\$13,474.00	03/11/2009	Fair
S = TQH04627	Finance – Canon IRC4080 Copier	\$14,725.00	10/29/2008	Fair
S = DBF01173	Water – Canon IRC3080 Copier	\$9,900.00	08/13/2008	Fair
S = JJM01681	PW – Canon IRC6800 Copier	\$13,000	11/08/2004	Poor
	Dell Optiplex 740 and 520 workstations	\$1,000 each	04/20/2007	Good
	Dell 17" flat-panel monitors	Included with workstations	04/20/2007	Good

9 Chairs from Council Chambers

Unknown

Unknown

Poor

**EXHIBIT A**

**Authorized Personnel City of Moline  
for the Exchange of Information Between  
The City of Moline and the Illinois Department of Revenue  
Amended November 2013**

Lewis Steinbrecher, City Administrator  
Maureen Riggs, City Attorney  
Kathleen Carr, Finance Director  
Keith Verbeke, Finance Manager  
Ray Forsythe, Planning & Economic Development Director  
Annaka Whiting, Housing Grant Compliance Analyst  
Nathan Scott, IT Manager

**RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION  
BETWEEN THE CITY OF MOLINE  
AND THE  
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the "Department"), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the "Reciprocal Agreement") with the CITY OF MOLINE (the "City") returns and return information obtained pursuant to the Illinois Retailers' Occupation Tax Act, the Service Occupation Tax Act, the Use Tax Act, and the Service Use Tax Act.

The City agrees to share with the Department tax returns and return information for the taxes that it imposes by ordinance and administers.

It is further agreed that all returns and return information exchanged will be used only for the enforcement of State tax statutes and the home rule ordinance and shall be kept confidential in accordance with Illinois statutes including, but not limited to, Section 11 of the Retailers' Occupation Tax Act (35 ILCS 120/11) and the Freedom of Information Act (5 ILCS 140/1, et seq.). Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to the Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

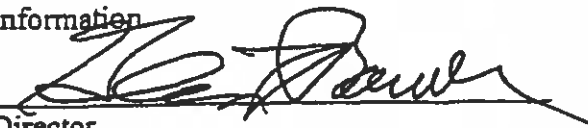
The City agrees to follow the procedures to protect the confidentiality of information provided in "Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information", which is incorporated into the Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under the Reciprocal Agreement to the City unless and until the City signs Attachment A.


The City and the Department agree to provide each other with a list showing the names and official titles of personnel designated by each party to request information, inspect returns, or receive related information. Both parties agree to furnish additions to and deletions from the list as they occur.

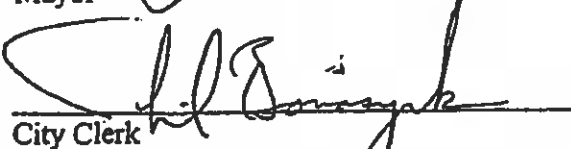
It is agreed that all requests for information from either party must be in writing and must be signed by one of the individuals designated to receive such information. It is agreed that no information provided under the Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.

It is further agreed that either party for administrative reasons may refuse to share information.

The Reciprocal Agreement may be cancelled by either party at any time and will be cancelled in the event of any unauthorized use or disclosure of State tax returns or return information obtained pursuant to the Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such returns or return information

  
\_\_\_\_\_  
Director  
Illinois Department of Revenue

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

March 27, 2001  
Date

February 27, 2001  
Date

ATTACHMENT A

MINIMUM STANDARDS REQUIRED TO SAFEGUARD INFORMATION  
GIVEN AS A RESULT OF A RECIPROCAL AGREEMENT  
ON THE EXCHANGE OF INFORMATION

1. All requests for information under the Reciprocal Agreement on the Exchange of Information (the "Reciprocal Agreement") will be in writing and addressed to the appropriate contact person at the Illinois Department of Revenue (the "Department").
2. Information received under the Reciprocal Agreement will be kept in a locked storage facility, i.e., locked file cabinet, closet, desk, etc., that is only accessible by persons authorized under the Reciprocal Agreement to receive information.
3. Any city or village that receives information under the Reciprocal Agreement will promptly notify the Department when an employee, who has been authorized to receive information under the Reciprocal Agreement, leaves employment of the city or village or otherwise is no longer authorized by the city or village to receive the information.
4. Any city or village that receives information under the Reciprocal Agreement will report immediately to the Department any possible or suspected breach of confidentiality of the information.
5. The proper method for destruction of information that is no longer needed is shredding.
6. Any city or village that receives information under the Reciprocal Agreement agrees to allow the Department to physically view its facilities to insure proper compliance with these standards.

The CITY OF MOLINE agrees to abide by the aforementioned standards in safeguarding the information that it receives pursuant to the Reciprocal Agreement on the Exchange of Information, which it has entered into with the Illinois Department of Revenue.

  
\_\_\_\_\_  
Mayor

February 27, 2001

\_\_\_\_\_  
Date