

Cook County, IL

Community

Development

Block Grant –

Disaster

Recovery

(CDBG-DR)

Updated – April 2019



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President

Cook County Board of Commissioners

Housing Construction and
Rehabilitation Program

Policies and Procedures

**COOK COUNTY DEPARTMENT OF
PLANNING AND DEVELOPMENT**

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Introduction

This manual contains Cook County's policies and procedures and guidance on the implementation of the County's CDBG-DR Housing Construction and Rehabilitation Program ("Housing" or "Program"). It is designed to ensure compliance with all applicable federal, state, and local laws, rules, statutes, regulations, and guidelines in the overall administration of the Program. This includes compliance by developers and contractors undertaking any approved CDBG-DR-eligible housing activity and provides the record-keeping and reporting requirements for same. It also establishes policies and procedures for administering a comprehensive monitoring strategy for all Program activities. In addition, the General Policies and Procedures Manual supplements this manual to provide a basic reference source for the operation of all CDBG-DR Programs. These manuals contain the basic program policies, rules, and procedures, but do not and are not intended to contain every detail of policy, rule, or regulation. For full guidance and reference federal standards and regulations, refer to the HUD website or consult with the County's HUD Community Planning and Development (CPD) representative. All CDBG-DR policies and procedures conform to federal and state regulations governing the CDBG-DR activities. Whenever there are conflicts between local, state, and federal requirements, the most restrictive regulation always take precedence. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the General Policies and Procedures. The County reserves the right to supplement, amend, or change policies, procedures, and forms in the manual at any time.

The Department of Planning and Development (DPD) is the division of Cook County government identified to receive federal grant dollars from various grants from HUD. These funds are used to design and administer affordable housing, community development, and economic development programs to improve the quality of life for low- to moderate-income people and/or communities within suburban Cook County. DPD is organized according to three program divisions: Housing, Community Development, and Economic Development. The staff work across numerous HUD program areas, but within their program division. Being a one-time grant, the CDBG-DR grant is being managed with existing County staff, with the assistance of a contractor, CDM Smith. A functional organization chart is included in the CDBG-DR General Policies and Procedures Manual as an attachment which depicts all County and CDM Smith staff designated to assist in some role of implementing and overseeing the CDBG-DR activities. In addition, a table highlighting the responsibilities related to the CDBG-DR grant for each major DPD position, including support staff that work department-wide or who are outside the department is included in Section 1.3 of the CDBG-DR General Policies and Procedures Manual, Section 1.3.

Funding Appropriation/Allocation

Following a federally- declared flooding disaster that occurred between April 16th and May 5th of 2013 (the "Flood"), Cook County was declared eligible for federal assistance under FEMA-4116-DR on May 10, 2013. The County received a CDBG-DR grant in the total amount of \$83,616,000 from HUD, pursuant to the provisions of the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) of which \$21,500,000 has been allocated for Housing, as of Substantial Amendment 4.

Program Purpose

The purpose of the Housing Program is to finance the acquisition/rehabilitation/construction of multi-family and single-family affordable housing located in Suburban Cook County to benefit households impacted directly or indirectly by the Flood which meet CDBG-DR eligibility requirements.

National Objective

The National Objective of the County's CDBG-DR Housing Program is Low to Moderate Income (LMI) based on households. For purposes of CDBG-DR, LMI households are those whose annual gross income does not exceed eighty percent (80%) of AMI, adjusted for family size. National Objectives for individual activities are calculated and reported in DRGR at the time the project is closed out.

"Tie Back" to the Disaster

78 FR 14329, Pg. 14335, allows that *"...grantees may also fund new construction or rehabilitate units not damaged by the disaster if the activity clearly addresses a disaster-related impact and is in a disaster-affected area. This impact can be demonstrated by the disaster's overall effect on the quality, quantity, and affordability of the housing stock and the resulting inability of the existing stock to meet post-disaster needs and population demands."* Cook County DPD as the grantee must document how an activity is addressing a disaster-related impact and how it serves to restore housing. The County's current updated unmet needs assessment, supported with documented data, identifies post flood housing needs and describes activities the County is undertaking to address these needs. Action Plan Amendments will be issued to include updated unmet needs assessments as conducted.

Eligible Activities

78 FR14329, Pg. 14335 provides that *"...grantees may also fund new construction or rehabilitate units not damaged by the disaster if the activity clearly addresses a disaster-related impact and is in a disaster-affected area."* Activities of the Housing Program fund construction and rehabilitation of units not damaged by the flood to address unmet needs of affordable housing within the disaster-affected area. The activities eligible for funding under the County's CDBG-DR grant are spelled out in the Action Plan and subsequent Action Plan Amendments available on the County's website. If an activity that is being considered for funding is not part of the programs already outlined in the Action Plan, an amendment and approval of the amendment by HUD, prior to funding the activity, will be necessary.

Duplication of Benefits

The Stafford Act prohibits any person, business, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which such person, business or entity has received assistance under any other program or from insurance or any other source. The County will conduct a duplication of benefits ("DOB") analysis for all Housing projects in accordance with the procedures described in Section 2.4 of the County's CDBG-DR General Policies and Procedures and Federal Register/Vol. 76, No 221, November 16, 2011. The DOB analysis will be documented in each project file.

Definitions

"Affordability Period" means the period of time during which a CDBG-DR financed property must comply with the income and rent restrictions under the Program. The County Program has adopted the HOME affordability period guidelines set forth in 24 CFR Section 92.252(e). In accordance with the HOME guidelines, the affordability period is dictated by the amount of funds committed to each CDBG-DR -assisted unit and the type of housing activity funded. The Applicable Affordable Housing Period is set forth in a Regulatory Agreement or other deed restriction acceptable to the County as a covenant running with the land, which the Borrower has executed and recorded against title to the property as required by 24 CFR

Sections 92.252, 92.254 and 92.504(c)(13). The Affordability Period does not commence until all project information is completed and recorded in DRGR.

“Affordable Rents” means those rents and the continued affordability standards and enforcement mechanisms that are applicable to all Housing, as defined in the County’s CDBG-DR Substantial Amendments 1, 2, and 3. Cook County CDBG-DR Program has adopted the HOME Regulations at 24 CFR Part 92 for the tenant Income requirements. Cook County will provide Owners with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits) in accordance with the written agreement between Cook County and the Owner. Owners must annually provide Cook County with information on rents and occupancy of HOME-assisted units to demonstrate compliance with HOME.

“Developer” or ***“Sponsor”*** is a for-profit or private not-for-profit entity seeking to borrow CDBG-DR funds from the County for the purpose of financing the acquisition, rehabilitation or construction of residential multifamily rental properties or single-family ownership housing. Developers are Program beneficiaries and thus distinct from subrecipients and contractors. Housing Program Developers receive CDBG-DR funds from the County, acting by and through DPD. Developer-led rehabilitation is undertaken pursuant to 24 CFR 570.202(b)(1). Developer-led new construction is undertaken pursuant to 24 CFR 570.204. HUD regulations treat Developers as private entities entitled to benefit under 570.202(b)(1). Thus in such instances, the developer is not an intermediary acting on behalf of the County but is receiving assistance itself as a beneficiary under the Program. In order to be treated as a developer, the entity must demonstrate ownership or control of the property to be rehabilitated or constructed.

“Green Building Standards” means, for purposes of these CDBG-DR funds, 78 FR 14329 March 5, 2013 provides that the grantee will require that all covered construction meet an industry-recognized standard that has achieved certification under at least one of the following programs: (i) ENERGY STAR (Certified Homes or Multifamily High Rise); (ii) Enterprise Green Communities; (iii) LEED (NC, Homes, Midrise, Existing Buildings O&M, or Neighborhood Development); (iv) ICC–700 National Green Building Standard; (v) EPA Indoor AirPlus (ENERGY STAR a prerequisite); or (vi) any other equivalent comprehensive green building program, including regional programs such as those operated by the New York State Energy Research and Development Authority or the New Jersey Clean Energy Program.

“Guarantor” means the Developer/Sponsor which guarantees to the County, the performance by Borrower of all of Borrower's obligations contained in written agreements between the County and Borrower.

“HOME” means HOME Investment Partnerships Program and implementing regulations at 24 CFR Part 92.

“Household” is defined as all persons, whether related or unrelated, living together in a housing unit. For CDBG-DR housing activities, the test of meeting the LMI objective is based on the LMI of households.

“IDHA” means Illinois Housing Development Authority, a body politic and corporate of the State of Illinois.

“LIHTC” means the low-income housing tax credit program at 26 USC Section 42 and implementing regulations which provides tax incentives to encourage developers to build affordable housing.

“Loan” means the CDBG-DR loan to the Owner in the case of Rental housing and to the Homebuyer, in the case of Single-Family housing.

“Loan Documents” means the written agreement and instruments executed by the Borrower and the County to memorialize the terms and conditions of the Loan.

“Owner/Borrower” means the single purpose limited partnership or limited liability company which is owned and operated by the Developer and receives financing from the County under the Program to carry out a Project.

“Project” means a specific proposed or approved multifamily rental housing or single-family home ownership housing which is financed or will be financed with CDBG-DR funds.

“URA” Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 C.F.R. Part 42.

Project Identification

The County engages in citizen participation activities throughout the CDBG-DR grant life cycle. The original Action Plan and any Substantial amendments detailing the proposed use of CDBG-DR funds were or will be published for public comment and submitted to HUD for approval. Affordable housing stakeholders in affected areas are afforded the opportunity to provide input on how disaster funds are spent in Cook County. Historically, the County has collaborated with IHDA to identify proposed multifamily developments seeking gap financing for affordable housing projects which are financed with LIHTC and commercial lenders, subject to a determination by the County that such projects are CDBG-DR-eligible.

Readiness to Proceed

Readiness to proceed has an immediate impact on the County’s ability to meet the timeliness requirements of the CDBG-DR Program. The Developer must demonstrate Project readiness, to the satisfaction of the County, within its sole discretion, by establishing the following:

- Project is a CDBG-DR eligible project (See [General Policies and Procedures](#)).
- All other financing sources are committed, and the terms and conditions of the other financing are satisfactory to the County.
- Project timeline is realistic.
- Plans and Specifications meet applicable Green Building Standards.
- Duplication of Benefits information provided is complete and accurate.

If project requires relocation, URA compliant draft relocation plan is in place. Relocation Plans will be substantially in same form as the sample provided in Exhibit E.

Market Viability

The County determines whether the assisted Project has the potential to be viable in its market area. In making such a determination the County reviews the market study provided by the Developer to evaluate supply and demand in the surrounding area. Market viability may be assessed by asking the following questions:

- Are Developer's projections for rent, vacancy, and unit quality consistent with a market study or known market information?
- Are market analysis conclusions supported by the evidence presented with regard to area rents and vacancy rates?
- Are there properties used as market comparables truly comparable in location, unit size, and amenities, and/or are differences adequately adjusted for?

Underwriting

The Deputy Director, or his designee, will review the pro formas of IHDA and the LIHTC investor, if applicable, in underwriting the Loan. The underlying debt and operating expenses will be reviewed to determine whether the project is feasible during the Affordability Period and generates income sufficient to cover operating expenses and debt service. The sources and uses will be reviewed to determine the adequacy of the total funding to complete the project on time and within budget. Developer must submit all applicable items described on **EXHIBIT B** (the "Underwriting Checklist") for review by DPD Deputy Director or his designee.

The County provides gap financing for the acquisition and construction/rehabilitation of CDBG-DR-eligible multifamily developments. The County financing is structured as a construction and permanent Loan to the Borrower, depending upon the structure of the first mortgage loan and other financing and financial needs of the project. The Borrower must execute a loan agreement, a promissory note and mortgage to secure repayment of the County CDBG-DR funds, along with all other and execute all other Loan Documents required by the County. The repayment terms for the County Loan may be structured as deferred payments, cash flow payments or fully amortizing. Interest will be calculated as simple or compounded interest with rates ranging from 0 percent to the established market rate of interest.

- **Interest Rate:** The interest rate on the Loan will vary depending on the underwriting of each transaction and the financial needs of the Project. Factors that will be considered will include without limitation, allowable operating costs and a determination that the interest rate imposed does not result in the undue enrichment of the Developer.
- **Loan Term** (subject to any changes approved by the County in its sole discretion): Rental: thirty (30) years. Single Family Homeownership: twenty (20) years.
- **Program Income:** Rental: Principal and Interest Payments made by the Borrower to the County are deemed Program Income. Single Family Homeownership: Proceeds of sale of home to homebuyer is deemed Program Income.

CDBG-DR Cost Principles and Requirements

As outlined in 2 CFR Part 200 Subpart E, all costs of construction/rehabilitation must meet four criteria:

- **Necessary:** CDBG-DR funding will fill a gap to address an unmet need that cannot be filled by another funding source. This is demonstrated by conducting duplication of benefits analysis and calculation for each activity.
- **Reasonable:** Costs must not exceed what a reasonable developer would incur for a similar project as demonstrated by the market price for comparable goods and services.
- **Allowable:** Costs must be allowable under CDBG-DR rules and regulations.
- **Allocable:** Costs must be clearly allocated, meaning the cost is assigned to a CDBG-eligible activity with a methodology for determining where to attribute costs.

Environmental Review and Clearance

In accordance with 24 CFR Part 8, funding of a CDBG-DR Housing activity is contingent upon satisfactory completion of an environmental review and issuance of an environmental review clearance letter. The County will be responsible for the environmental review process which will be initiated upon the County's receipt of property information including address, front exterior photograph of property and scope of work to be provided by the Developer.

Cook County expects the environmental review to be completed six weeks after initiation. However, the process could be extended as completion is dependent upon receiving responses from consulting agencies, such as the Illinois State Historic Preservation Office (SHPO). Cook County will notify Developers when the site-specific review is complete and provide a copy of the signed documentation. Due to potential delays in the issuance of the environmental clearance letter, the County will initiate the environmental review process during the underwriting process.

The commitment of CDBG-DR funds to a project is conditioned upon the environmental review results demonstrating that the project is not cost prohibitive from an environmental standpoint. In addition to the environmental review under 24 CFR Part 58, funding of a Housing activity may be subject to a Phase 1 Environmental Assessment and any other studies deemed necessary. The Developer will retain a contractor to perform the Phase I, if applicable, and any additional studies deemed necessary. Such report(s) will be paid for by the Developer and reimbursed from the project budget, to the extent the project is approved.

Prohibition Against Choice-Limiting Actions

Neither the County nor the Developer may undertake or commit any CDBG-DR funds to finance choice-limiting actions, including without limitation, property acquisition, demolition, rehabilitation, or construction prior to issuance of the environmental clearance letter. This prohibition is set forth in the County's Loan Commitment (defined below).

Board Approval

All proposals for CDBG-DR awards to Housing projects must be presented to the County's Economic Development Advisory Committee ("EDAC") prior to being presented to the Cook County Board of

Commissioners (“Board”) for approval. The Deputy Director of Housing, or his designee, will prepare Board materials, including an underwriting summary (“Underwriting Summary”), sources and uses and a description of the proposed project for presentation to EDAC, and thereafter the Board, assuming EDAC approval.

Commitment Letter

The County will issue a conditional Commitment Letter (“Conditional Commitment”) to Developers whose proposals have been approved by EDAC. The Conditional Commitment provides that the County will offer a loan in an amount which is based on the County’s internal underwriting process, subject to the fulfilment of certain conditions stipulated in the Commitment, including final Board approval. Upon Board approval, the Deputy Director, or his designee will draft a Commitment, based on the Underwriting Summary, using the County’s Commitment template. DPD’s Housing Council will review the Commitment for legal sufficiency and conformance with County policies and provide written edits as needed to the Deputy Director, who will approve the final Commitment for the Director’s signature. Upon the Director’s execution of the Commitment, the County will issue the Commitment to the Developer for review and execution.

Closing Protocol

Upon the County’s receipt of the fully executed Commitment, the DPD’s Analyst assigned to the project prepares a checklist of County closing due diligence listed on EXHIBIT C, attached hereto (the “Closing Checklist”), in consultation with DPD’s Housing Counsel. The Analyst circulates the Closing Checklist along with the County’s insurance requirements set forth on EXHIBIT D, attached hereto (the “Insurance Checklist”) electronically to the Borrower and other stakeholders involved in the project. This includes IHDA, the senior lender, subordinate lenders other than the County and the LIHTC investor along with their respective legal representatives.

Kick-off Call: IHDA takes the lead in scheduling and conducting a project kick-off conference call to introduce the stakeholders to one another and to establish expectations regarding time lines around document submissions and review. DPD’s Deputy Director, Housing Council, and Analyst all participate in the Kick-off call. During the kick-off call each stakeholder summarizes their requirements and any critical timelines which must be met. The parties agree to hold regularly scheduled status calls either weekly or bi-weekly, depending on whether the closing is on a fast track. Each Stakeholder then conducts an overview of their respective due diligence requirements. DPD’s Housing Counsel conducts an overview of the County’s Closing Checklist and responds to questions and comments from the other parties seeking clarification of the County’s Loan documents, closing requirements and funding procedures. The DPD Deputy Director addresses all business or underwriting issues, if any, raised on the Kick-Off Call.

Post Kick-Off: Within two weeks following the Kick-off Call, the DPD Housing Attorney prepares the first draft of the Loan Documents and circulates them to the Borrower and other stakeholders. The County advises all parties that non-substantive and stylistic changes to the County’s Loan Documents are unacceptable. During this two-week period, IHDA, the senior lender, and the investor circulate their respective loan documents and other requirements for review by the County and other stakeholders. DPD’s Housing Council submits written comments to all stakeholder documents and negotiates the terms of such documents (as well as the County’s Loan Documents) via emails and by conference calls, in order to finalize the terms of all documents. The DPD Analyst, in consultation with the DPD Deputy Director, is responsible

for reviewing all proformas provided by IHDA and the investor and verifying that all insurance certificates submitted by the Borrower are in conformance with the Insurance Checklist. The Analyst also reviews organizational documents, resolutions, and other documents under the direction of the Housing Council. Housing Council signs off on all legal documents, subject to approval of business terms by the Deputy Director. Documents which conflict with CDBG-DR policies and procedures, County underwriting criteria or which are not in the best interest of the County will not be accepted.

Status Calls: DPD's Housing Counsel and DPD's Analyst participate in all Status Calls which take place after the Kick-off Call. The DPD Deputy Director participates in Status Calls on an as needed basis. Prior to each Status Call, the Analyst updates the Closing Checklist and circulates it to the parties. On each status call, the parties discuss outstanding issues to ascertain whether the projected closing date is feasible based on final negotiations of documents and submission of due diligence for review and approval by all parties. All financing for the project must be in place and the terms finalized before closing will be authorized by the County. If necessary, due to the status of the outstanding due diligence for either the County Loan or third-party financing, the parties may agree to extend the project closing date.

Internal Staff Meetings: Every other Tuesday the DPD Housing staff participates in a staff meeting led by the DPD Deputy Director. During the staff meetings, staff discuss current pipeline of projects, provide status updates regarding closings and propose solutions to pending closing issues, as well as assess program progress and individual projects to analyze compliance, commitments and expenditures.

Document Collection: The DPD Analyst is responsible for collecting all final, executed closing documents submitted by the parties and storing them on the County's shared drive. The shared drive or "S" drive is deemed to be the official file for each project.

Key County Due Diligence Requirements

Regulatory Agreement: The County's Regulatory Agreement will be recorded against title in connection with the closing of the project financing. The Regulatory Agreement will run with the land and be binding upon each owner and any subsequent Borrower/Owner of the property and will be enforced by the County and its successors and assigns during the Affordability Period.

Guaranty: Each Developer is required to execute a Guaranty, promising to guaranty the Borrower's performance of all of its obligations under the County Loan Documents, including lien-free construction and tenant occupancy in accordance with the requirements of the County CDBG-DR Housing Program.

Appraisal: Developers must submit a current appraisal which was completed within sixty (60) days of the projected closing. Developers may submit an updated appraisal, as necessary.

Certificate Against Lobbying: As a prerequisite to receiving a County Loan, Developers must execute the County's form of Certificate Regarding Lobbying.

Conflict of Interest: The County Loan Agreement contains a section regarding conflicts of interest.

LIHTC Requirements: With respect to projects which have been awarded an allocation of LIHTC as a source of financing, the Developer must obtain an IHDA Tax Credit Reservation Letter evidencing the amount of LIHTC equity financing and submit same to the County and enter into an IHDA Extended Use Agreement which must be recorded against title to the property.

Construction Process

Construction Escrow: The County will fund the CDBG-DR Loan to the Borrower in multiple disbursements through an escrow account, in accordance with the terms and conditions of a joint escrow agreement provided by the senior lender in its role as senior construction and permanent lender. All other lenders providing construction financing, along with the County shall execute the construction escrow agreement and shall sign off on all draw requests during the construction process. A title company approved by the County shall act as escrow agent.

County Form 29A: Disbursements of County funds are subject to Borrower's preparation and submittal to the County of a County Form 29A request for payment detailing any amounts due for construction of the Property, along with all sworn contractor's statements, or owner's statements, and lien waivers, as well as any other requirements of the County. The County will provide the Borrower with the template form of the 29 A.

Pre-Construction Meeting: A preconstruction conference will be held in person upon ten (10) days prior written notice by the County to the Developer and all stakeholders. The conference will be conducted at a mutually agreeable location and shall be attended by the Borrower; the Borrower's architect, if any; the general contractor; and the subcontractors, if required by the County; and County staff (Deputy Director and Analyst), as well as IHDA and all other lenders which shall receive invitations to the conference.

Construction Labor and Completion: Contracts for construction, or rehabilitation work to be performed must be entered only on such forms as approved or required by the County. Payment and performance bonds are required naming the County as co-obligee in the amount to be paid to the general contractor, with each bond having a Dual Obligatee Rider showing the County's interest attached to it. In addition, payment and performance bonds must be in an amount of not less than the amount of the County Loan. The form and content of the payment and performance must be approved by the County prior to closing.

In the event the Project is to rehabilitate or construct eight (8) or more units, all tradesmen must be paid a rate as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 276a-276a-5).

In the event that the Project is to rehabilitate or construct eight (8) or more units, all tradesmen will be subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

The Borrower must make an affirmative effort to utilize minority and women owned businesses ("MBE-WBE") for contract and subcontract work in accordance with the County's MBE-WBE policy set forth on the County's website. Developers may use the County's Directory of Minority Women and Disadvantaged Owned Businesses.

Upon Project completion, any undisbursed Loan Funds from the construction escrow account will be reprogrammed at the County's discretion, provided, however, Loan Funds not disbursed but subject to a claim or dispute shall not be so reprogrammed until the resolution of each such claim or dispute.

Construction Management: Plans, specifications and drawings ("Plans and Specifications") of eligible work to be done must be submitted to the County for prior review and approval to ensure compliance with

County and IHDA requirements, including IDHA Green Building Standards. The DPD Deputy Director shall review the Plans and Specifications to verify such compliance.

The Plans and Specifications and scope of work must reflect CDBG-DR Green Building Standards described in 78 FR 14329 March 5, 2013 and set forth in **EXHIBIT A**, attached hereto and incorporated herein. The County is in the process of amending all CDBG-DR Loan Agreements to include a list of the CDBG-DR Green Building Standards as an attachment. Per technical advice provided by HUD to County staff who attended a CDBG-DR Problem solving Clinic in December of 2018, Energy Star is the minimum requirement for compliance with the Green Building Standards. The County must ensure that the Project is constructed or rehabilitated in accordance with one or more options set forth in the Green Building guidelines.

Notwithstanding the foregoing, it should be noted that the standard County Loan model is one in which the County participates as a subordinate lender in rental housing projects where IHDA serves as the lead stakeholder in the design of a Project. Under this project model, the County provides the gap financing for rental projects. In the case of the rental housing projects funded in partnership with IHDA, projects must comply with IHDA's green building standards ("IHDA Green Building Standards") as described in Section 14.02 of the Illinois Housing Development Authority's Standards for Architectural Planning and Construction ("IHDA Standards") found at <https://www.ihda.org/wp-content/uploads/2015/07/IHDA-Standards-for-Architectural-Planning-and-Construction-2018.pdf>. The IHDA Standards are set forth in IHDA's annual Qualified Allocation Plan and the IHDA Green Building Standards constitute industry recognized standards cited in the federal register as meeting minimum HUD Green Building requirements. The standard applied depends upon the construction or rehabilitation year. The County will verify that all Housing Projects funded in cooperation with IHDA meet the minimum HUD Green Standards. No Loan Funds shall be disbursed until the County has completed its review and approval process.

Davis-Bacon

The U.S. Department of Housing and Urban Development (HUD). Under section 110(a) of the Housing and Community Development Act of 1974, the Davis-Bacon Act (40 U.S.C. 3141 et seq.) applies to construction work over \$2,000, "financed in whole or in part" with CDBG assistance. The CDBG-DR appropriation law has applied the Davis Bacon Act to the CDBG-DR funds. The Act requires that workers receive no less than the prevailing wages being paid for similar work in the same area. The Davis-Bacon Act does not apply to the rehabilitation, reconstruction, and demolition of single-family owner-occupied housing comprised of fewer than eight units, multi-family housing comprised of fewer than eight units, and commercial buildings.

For activities that must comply with Davis-Bacon, the DPD must:

- Review payroll reports.
- Conduct interviews of both the prime contractor and subcontractors.
- Resolve any discrepancies.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. The employer is required to report the restitution paid on a correction certified payroll. A signed Statement of Compliance must be attached to the corrected payroll form and each

employee who has received restitution should sign the corrected payroll as evidence of their receipt of the payments.

For a period of five years following the provision of CDBG-DR assistance, the DPD (or its subrecipient/developer/contractor) must maintain documentation to demonstrate compliance with the labor standards requirements including, but not limited to:

- Bid and contract documents with the labor standards clause and wage decision.
- Payroll forms from the contractor and subcontractors, including signed statements of compliance.
- Documentation of on-site job interviews and review of the corresponding payroll to detect any discrepancies.
- Documentation of investigations and resolutions to issues that may have arisen (e.g., payments to workers for underpayments of wages or overtime).
- Enforcement reports.

DPD's Compliance Officer provides HUD with the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710i).

Section 3

Section 3 applies when a housing construction, housing rehabilitation, or other public construction project or activity exceeds certain thresholds. Contractors and subcontractors providing services on projects for which the total amount of the housing and community development assistance exceeds \$200,000 and the amount of the contract or subcontract exceeds \$100,000 are required to comply with Section 3. If a grantee or subrecipient/developer/contractor receives housing or community development assistance for a covered project that is funded in part with CDBG-DR funds, Section 3 requirements apply to the entire project or activity.

Section 3 residents are public housing residents or persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits. Low income is defined as 80 percent or below the median income of that area. Very low income is defined as 50 percent or below the median income of that area.

A Section 3 business concern is a business that: is 51 percent or more owned by Section 3 residents; employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or, provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

Developers must document efforts made to comply with Section 3 through recordkeeping. Files should contain memoranda, correspondence, advertisements, etc., illustrating contractor and subcontractor attempts to hire low income residents and business concerns. The data to be maintained in the files includes:

- Section 3 Plan.
- Section 3 Summary Report (CAPER).
- Section 3 Reporting by Contractors.

All direct recipients of HUD funding covered by Section 3 must submit Form 60002 annually. All reports must be submitted in the Section 3 Performance Evaluation and Registry System (SPEARS). DPD's Compliance Officer is responsible for this annual reporting for all applicable HUD programs.

Lead-Based Paint

For all housing built prior to 1978, the Borrower shall conduct or cause to be conducted all necessary inspections pursuant to the Lead-Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. 4821 et seq.), and the regulations promulgated at 24 CFR Part 35 and 24 CFR 570.608. The Borrower shall use the forms provided by the County and make all required written notifications. If applicable, in the event that it is necessary to remove lead-based paint, the Borrower shall do so in compliance with federal law and regulation. The Borrower shall keep all necessary documentation for the required length of time under the County Loan Agreement.

Events of Default and Notice of Default

Events of Default

The failure of the Borrower to observe and perform the terms, covenants, promises, and agreements on its part to be observed and performed under the Loan Documents after the passage of any applicable notice and cure periods constitutes an Event of Default. Events of Default include but are not limited to:

- Discovery by the County of any material omission, misrepresentation or falsity in any representation, statement, affidavit, certificate, exhibit, instrument or document, including this Agreement, given or delivered by the Borrower to the County in connection with the application for Loan Funds.
- The failure of the Borrower to pay, when due, any payments of principal and interest, if applicable, or other charges under the Loan Documents, subject to the notice and cure provisions provided therein.
- Except as consented to by the County, the bankruptcy, reorganization, dissolution or liquidation of the Borrower or the Developer, as Guarantor of the Loan, or the exchange, sale, disposition, refinancing, or sale under foreclosure of the Property, or the sale, exchange, disposition or change in ownership of whatever nature of the Borrower or Guarantor.
- Other than permitted in the Loan Documents, the acquisition, in whole or in part, either voluntary or involuntary, of any legal or equitable interest in the Property by anyone other than the Borrower without prior written approval of the County;
- The failure of the Borrower to complete the Project within the specified time period, subject to *force majeure*.

- The balance of a loan secured by the Property becoming due or being declared due and payable due to an Event of Default for any reason whatsoever.
- The failure to keep the rents of the CDBG-DR assisted units of the Project, if the Project includes rental housing, at the affordable rents for LMI for the Affordability Period.
- The failure to rent a minimum of 51 percent of a rental Project to LMI households.

Notice of Default

Monetary Default: If the Borrower is in default, the County must send a written notice telling Borrower that if Borrower does not pay the overdue amount by a certain date, the County may require Borrower to pay immediately the full amount of principal that has not been paid. That date must be at least thirty (30) days after the date on which the notice is delivered or mailed to the Borrower.

Non-Monetary Default: If the default is non-monetary, Borrower will have thirty (30) days from the date the written notice of default is delivered or mailed to the Borrower to cure such default. However, if the non-monetary default is not reasonably capable of cure within thirty (30) days, Borrower shall have such additional time as is reasonably necessary, as determined by the County, so long as Borrower has commenced to cure within thirty (30) days and is proceeding diligently to effect a cure. The notice shall inform Borrower of the right to reinstate, if applicable, after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. Borrower's limited partner shall have the right to cure any defaults within the applicable cure period, and the County shall accept a cure made by Borrower's limited partner as if made by Borrower.

Remedies

In the Event of Default, the County may immediately upon written notice to Borrower:

- Withhold further disbursements.
- Demand and receive the entire balance of the outstanding principal, sums advanced, and unpaid accrued interest on the Loan ("**Acceleration**") if the default is not cured within thirty (30) days of the County's written notice of the default and the acceleration.
- Terminate or suspend, in whole or in part, the Loan.
- Institute a suit to recover any Loan Funds paid out and any interest due thereon, to enforce the Borrower's obligations hereunder, and/or to obtain specific performance of any of the provisions of the accompanying Loan Documents.
- Declare the Borrower ineligible for any further participation in the programs under which the County administers programs as a grantee of the United States Department of Housing and Urban Development.
- Withhold fifteen percent (15%) of the Loan Funds if the County reasonably believes that the Borrower is noncompliant with any applicable laws, rules or regulations, and, may withhold said

Loan Funds until such time as the Borrower is found to be in compliance by the County or is otherwise adjudicated to be in compliance.

- Avail itself of any other remedy available to the County under law, equity, statute, or this Agreement and the Loan Documents.

Termination for Convenience

The Loan may be terminated for convenience, in whole or in part at any time, by the County upon written notification to the Borrower if HUD determines not to fund the Project that is the subject of this Agreement.

Subsequent Rents During Applicable Affordability Period

Cook County CDBG-DR Program has adopted the HOME regulations at 24 CFR Part 92 for the Affordability Period and Tenant Income requirements. HUD imposes income rent limits for HOME-assisted units. Cook County will provide owners with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits) in accordance with written agreements between the County and the owner. Upon final lease-up, owners must annually provide Cook County with information on rents and occupancy of HOME-assisted units to demonstrate compliance with this section.

Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases and, in any event, the owner must provide tenants of such units not less than thirty (30) days prior written notice before implementing any increase in rents.

Tenant Income

The income of each tenant must be determined initially in accordance with 24 CFR 92.203(a)(1)(i) of the HOME "Final Rule." In addition, every other year during the Affordability Period the Project owner must re-examine each tenant's annual income in accordance with 24 CFR 92.203(a)(1)(i) of the Final Rule. During the years that the Project owner does not have to verify the source documentation of income, the owner may re-examine tenant's annual income through a statement and certification in accordance with 24 CFR 92.203(a)(1)(ii). An owner may examine the income of tenants in a multifamily project in accordance with 24 CFR 92.203(a)(1)(i) if there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income.

Monitoring

Housing Monitoring entails review of program or project performance and compliance. There are several types of monitoring:

- Internal audit monitoring.
- Project implementation monitoring.
- Long-term compliance monitoring.

Monitoring fosters:

- Productivity/accountability.

- Compliance with requirements.

Monitoring ensures:

- Responsiveness to community needs.
- Effective use of resources.
- Good organizational performance.

DPD monitors its own files (i.e., self-monitoring); subrecipients; for-profit contractors and beneficiaries; nonprofit and for-profit developers.

For Housing activities, the verification of LMI National Objective is conducted by the County upon full lease-up of the Project. Initial and annual income determinations. All activities funded under the Program are designated to benefit households whose annual gross income does not exceed eighty percent (80%) of AMI, adjusted for family size. Verification of meeting the National Objective will be completed upon full lease up of a development and the Developer's submittal of required reports that will be used for review and to report beneficiary data in DRGR. Monitoring will be performed by the County for each of these rental housing activities annually after initial rental is complete, in accordance with the County's CDBG-DR Monitoring Policy set forth in a separate Housing Construction and Rehabilitation Compliance Monitoring Manual.

Maintenance and Inspection of Records

Borrower must maintain all books, records, and other documents relating to the following:

- The receipt, disbursement and repayment of the Loan.
- The actual rental charged for each rental unit assisted by the Program.
- The total family income of each tenant or household.
- The size of each tenant household.
- The sex of the head of each household.
- The rental assistance received by each household.
- Records of affirmative marketing efforts.
- The race/ethnic make-up of each household.
- All records required to be maintained under the CDBG-DR Program, as amended, and other records as may be required from time to time by the County CDBG-DR Program.

These records must establish continuing compliance with HOME Program requirements. These records include, if applicable, substantiation of compliance with the rental limitations under Section 92.252 of the Home Program which sets forth restrictions on the maximum amount of annual chargeable rent, annual tenant-income requirements, etc., Section 92.508 as amended, and Section 92.253 of the Home Program

which sets forth limitations on lease terms such as the length of the lease, prohibited lease terms, tenant selection, etc.

These books, records, and other documents shall be maintained by the Borrower for the period from the date of this Agreement until five (5) years after the later of the following: (a) completion of all close-out procedures respecting County loan documents, where said close-out is determined by the County in its sole discretion; or, (b) the final settlement and conclusion of all issues arising out of the County loan documents (which includes the Applicable Affordable Housing Period), and the rehabilitation, repair, replacement, or construction work; or, (c) resolution of all litigation, claims, negotiations, audits, or other actions in relation to any of the foregoing.

These books, records, and other documents shall be subject to the right of access, upon prior reasonable notice, by any duly authorized representative of the County or HUD for the purposes of inspection, copying and auditing.

Borrower will further keep and maintain, and will cause each General Partner or Managing Member, as applicable, to keep and maintain, full and accurate books and records administered in accordance with sound accounting principles, consistently applied, showing in detail the earnings and expenses of the Property and the operation thereof. Borrower will keep and maintain its books and records, including recorded data of any kind and regardless of the medium of recording, at the address of Borrower. Borrower shall permit the County, or any person authorized by the County, to inspect and examine such books and records (regardless of where maintained) and all supporting vouchers and data and to make copies and extracts therefrom at all reasonable times and as often as may be requested by the County. Borrower will furnish or cause to be furnished to the County: (a) annual financial statements, including balance sheets and income statements, for Borrower, the General Partner or Managing Member, as applicable, and each Guarantor and the Property, within one hundred twenty (120) days after each fiscal year end for the respective reporting party (but in the case of Borrower and Guarantor, not later than thirty (30) days after the filing of such Person's federal income tax or information return; (b) copies of federal income tax returns (including all Schedule K-1s and any information returns) filed by Borrower, the General Partner or Managing Member of Borrower and each Guarantor, within thirty (30) days after the filing of such income tax or information return; and, (c) monthly operating statements and rent rolls for the Property within ten (10) days after the end of each month through and including the first month in which 95 percent of the net rentable area of the Improvements located on the Property is occupied by third party tenants paying rent under signed leases, and thereafter, quarterly operating statements and rent rolls for the Property within thirty (30) days after each fiscal quarter end. In addition, Borrower will furnish or cause to be furnished to the County, with reasonable promptness, such interim financial statements of Borrower, the General Partner or Managing Member, each Guarantor, and the Property, together with such additional information, reports or statements in connection therewith, as the County may from time to time request. All audited financial statements required to be delivered to the County shall be reviewed by a Certified Public Accountant ("CPA") acceptable to the County. All financial statements must be in form and detail acceptable to the County, must be certified as to material accuracy by Borrower or the respective Guarantor, as the case may be. Borrower shall provide, upon the County's request, convenient facilities for the audit and verification of any such statement. All certifications and signatures on behalf of corporations, partnerships, limited liability companies and other entities shall be by a representative of the reporting

party satisfactory to the County. All financial statements for individuals shall be on the County's then-current personal financial statement form or in another form satisfactory to the County.

Access to Property

Any duly authorized representative of the County or HUD shall have access to the Property at all reasonable times upon prior reasonable notice during the term of this Agreement.

EXHIBIT A

CDBG-DR GREEN BUILDING STANDARDS

HUD's Green Building Standards have been established as a construction criterion for rehabilitation and newly constructed affordable housing developments funded in part, or in full, with HUD program funding. These Standards list nationally recognized standards and codes which grantees and subrecipients may comply with to be considered in compliance with this code. CDBG-Disaster Recovery (CDBG-DR) Program federal regulations recognize these industry applications and direct grantees of CDBG-DR funding to identify one or more of the following treatments as compliance with sustainable design. The following language amends the previous federal notices speaking to this requirement and are provided as guidance to program staff as part of Cook County's Policies and Procedures for Housing Construction – new and rehabilitation funded with CDBG-DR, HOME and CDBG money.

Clarification of February 9, 2018 Notice (FR-6066-N-01)

a. Green Building Standard for Replacement and New Construction of Residential Housing. (i) All new construction of residential buildings and (ii) all replacement of substantially damaged residential buildings. Replacement of residential buildings may include reconstruction (i.e., demolishing and rebuilding a housing unit on the same lot in substantially the same manner) and may include changes to structural elements such as flooring systems, columns, or load bearing interior or exterior walls.

b. Meaning of Green Building Standard. For purposes of this notice, the Green Building Standard means the grantee will require that all construction covered by subparagraph a, above, meet an industry-recognized standard that has achieved certification under at least one of the following programs: (i) ENERGY STAR (Certified Homes or Multifamily High-Rise), (ii) Enterprise Green Communities, (iii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), (iv) ICC-700 National Green Building Standard, (v) EPA Indoor AirPlus (ENERGY STAR a prerequisite), or (vi) any other equivalent comprehensive green building program acceptable to HUD. Grantees must identify which Green Building Standard will be used in the program policies and procedures.

c. Standards for rehabilitation of non-substantially damaged residential buildings. For rehabilitation other than that described in subparagraph a, above, grantees must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist,

HUD Clarification of VI.B.32.b: Grantees need not pick one standard to apply to all their projects/programs, but they must indicate in the file for each project which standard they have selected for that specific project.

HUD CPD Green Building Retrofit Checklist

- ☐ For properties undergoing more limited retrofits than described in the notice above, review this guidance and checklist to guide property upgrade activities:
<https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/>

ENERGY STAR (Certified Homes or Multifamily High-Rise)

- ☐ ENERGY STAR-labeled products save energy and money while protecting the environment. Above and beyond installing ENERGY STAR-labeled products, the blue ENERGY STAR label on a home means

it was designed and built to standards well above most other homes on the market today. When ENERGY STAR's rigorous requirements are applied to new home construction, the result is a home built better from the ground up, delivering better durability, better comfort, and reduced utility and maintenance costs. Improving energy efficiency in HUD-financed and HUD-assisted housing can generate significant savings for property owners and building residents.

- ❑ New Homes: <https://www.energystar.gov/newhomesrequirements>
- ❑ Multifamily High-Rise: https://www.energystar.gov/index.cfm?c=bldrs_lenders_raters.nh_mfhr_prgm_reqs

Enterprise Green Communities

- ❑ Since 2004, Enterprise Green Communities has led a national effort to integrate green practices into the affordable housing development sector, investing \$3.9 billion to create or preserve more than 127,000 affordable green, healthy homes.
- ❑ Criteria: <https://www.enterprisecommunity.org/sites/default/files/media-library/financing-and-development/grants/2015-green-criteria-2015-2-11.pdf>
- ❑ Checklist: <https://www.enterprisecommunity.org/sites/default/files/media-library/solutions-and-innovation/green/ecp-2015-criteria-checklist-11-15.pdf>
- ❑ Certification guidelines: <https://www.enterprisecommunity.org/solutions-and-innovation/green-communities/certification>
- ❑ Tools: <https://www.enterprisecommunity.org/solutions-and-innovation/tools#green>

LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development)

- ❑ Leadership in Energy and Environmental Design (LEED) is one of the most popular green building certification programs. It was developed by the non-profit U.S. Green Building Council (USGBC) and includes a set of rating systems for the design, construction, operation, and maintenance of green buildings, homes, and neighborhoods that aims to help building owners and operators be environmentally responsible and use resources efficiently
- ❑ About LEED: <https://new.usgbc.org/>
- ❑ Guide to certification – homes: <https://new.usgbc.org/cert-guide/homes>
- ❑ Homes: <https://www.usgbc.org/resources/leed-v4-homes-design-and-construction-checklist>
- ❑ Home & Midrise multifamily: <https://www.usgbc.org/resources/leed-v4-homes-and-multifamily-midrise-current-version>

EPA Indoor AirPlus (ENERGY STAR a Prerequisite)

- ❑ The home must be designed to earn the ENERGY STAR Certified Home label. To earn the Indoor airPLUS label, additional home design and construction features must be included to help protect qualified homes from moisture and mold, pests, combustion gases and other airborne pollutants. Before the home officially earns the Indoor airPLUS label, it is inspected by an independent third-party to ensure compliance with EPA's rigorous guidelines and specifications.
- ❑ Guidelines: <https://www.epa.gov/indoorairplus/indoor-airplus-program-documents>
- ❑ Program checklists: <https://www.epa.gov/indoorairplus/indoor-airplus-technical-guidance>

ICC-700 National Green Building Standard

- ☐ A rating and certification system that aims to encourage increased environmental and health performance in residences and residential portions of buildings. Its criteria apply to the design and construction of homes and subdivisions.
- ☐ Guidance: <https://www.epa.gov/smartgrowth/icc-700-2012-2012-national-green-building-standard-icc-700>
- ☐ Tools: <https://www.epa.gov/smartgrowth/smart-growth-tools#General>

Other Equivalent Comprehensive Green Building Program Acceptable to HUD

- ☐ Grantee must seek HUD approval in advance of use. This includes regional and state-sponsored energy efficiency and green building programs.

EXHIBIT B

COOK COUNTY UNDERWRITING CHECKLIST

COOK COUNTY UNDERWRITING CHECKLIST	N/A	Completed	Date	NOTES
Developer Documentation				
1) Application and Proforma – http://hudnsphelp.info/index.cfm?do=viewResource&ResourceID=649				
2) Project Narrative (Including description of development team experience)				
3) Evidence of Site Control				
4) IHDA Application (if project includes LIHTC)				
5) Appraisal (“As is” value for all properties – See Attachment E from RFP; “As built” value also required unless another lender provides first mortgage financing)				
6) Market Study				
7) Evidence of Zoning (Building permit or letter from local zoning administrator)				
8) If real estate will be acquired post-application, (URA voluntary sale notice)				
9) For mixed income properties: evidence that 50% of AMI units distributed throughout the development				
10) Commitments for Non-County Funds				
11) If any existing building was completed prior to 01-01-1978, lead based paint				
12) Relocation Plan, including: a) Current tenant profile b) Current rent and utility schedule c) Relocation process and budget				
13) Preliminary Plans and Specifications				
14) Statement re: Demolition (See RFP VI.B.10)				
15) Resilience Building Standards				
16) Affirmative Marketing Plan				
17) Tenant Selection Plan				
18) Minority and Women’s Business Enterprise Outreach/Participation Plan				

COOK COUNTY UNDERWRITING CHECKLIST	N/A	Completed	Date	NOTES
19) Section 3 Plan				
20) Organizational Documents / Ownership structure				
21) Plan for Special Needs Services for residents (if applicable; otherwise note N/A)				
22) Audited corporate or partnership financial statements				
Underwriting Requirements Considerations				
23) Rents for affordable units are 95% to 100% of the income-limit rent, but not more than 95% of the concluded market rent				
24) Rent loss 7.0%				
25) Initial DSCR between 1.15 and 1.40 (RFP VIII.G.2). If above 1.40, an explanation is required.				
26) Inflation 2.0% for revenues and 3.0% for expenses				
27) First mortgage business terms must agree with the commitment (RFP VIII.G.1)				
28) Developer Fee within 12% cap				
29) Cost reasonableness review				
30) Architectural Drawings (renderings) - One of the below depending on complexity of project: a) CD b) Full size c) 11X17				
31) Determination of Eligible Activity				
32) Project abstract				
33) Director of DPD approval				
34) Obligation of funds approval form				
35) County Award Letter (Commitment Letter)				
36) DRGR Set-up (date record initiated)				
Property/Acquisition				
37) Environmental review record/clearance				
38) Purchase contract				
39) Appraisal (within 60 days of final offer)				
40) Documentation if property is a) foreclosed				

COOK COUNTY UNDERWRITING CHECKLIST	N/A	Completed	Date	NOTES
b) abandoned c) vacant d) residential				
41) Notice to Owner (Voluntary Acquisition Letter)				
42) General Information Notice				
43) Tenant relocation notices/documents (if applicable)				
Closing/Settlement Statement				
Inspection/Work Scope				
44) Initial inspection				
45) Property standards inspection				
46) Risk assessment (if pre-1978)				
47) Notice of Evaluation/Presumption of LBP				
48) Asbestos inspection report				
49) Work write up and cost estimate				
Construction/Rehabilitation (if applicable)				
50) Building Permit issued by municipality				
51) Davis Bacon (8 or more total units)				
52) Section 504 provisions included in work write up: Applicable for any new construction project of 5 + units; for substantial rehabilitation projects of 15 + units or more (if > 75% of replacement cost in rehabilitation)				
53) Contractor bid documents (n/a if County entered into Developer Agreement)				
54) Contractor eligibility (debarment check)				
55) Procurement review documents (n/a if County entered into Developer Agreement)				
56) Form A –Labor standards certification: (for jobs with Davis Bacon wages)				
57) Construction/rehabilitation contract				
58) Pre-construction conference report				
59) Notice to proceed				
60) Progress payment documentation a) Invoice from contractor				

COOK COUNTY UNDERWRITING CHECKLIST	N/A	Completed	Date	NOTES
b) Lien waiver from contractor c) Inspection conducted by County / or agent d) 29 A form e) 29A tracking sheet f) Check received				
61) Change orders (if applicable)				
62) LBP clearance report (if applicable)				
63) Notice of Lead Hazard Reduction Activities (if applicable)				
64) Abatement report (if applicable)				
65) Final inspection report				
66) Final invoice from contractor				
67) Waiver of liens from general contractor, subcontractors, and suppliers				
68) Warranties (if applicable)				
69) Receipt of final payment form				
70) Occupancy permit				
71) Project Completion Form				
Initial Occupancy				
72) Rents provided to owner (per project pro forma)				
73) Utility allowances provided to owner (per project pro forma)				
74) Income guide provided to owner				
75) Income calculation sheet provided to owner				
76) Lease				
77) LBP Pamphlet (Protect Your Family from Lead)				
78) Income certification & verification				
79) Lead-Based Paint disclosures to tenants (if appl.)				
80) Beneficiary Data				
81) Source documentation collected (specify tax forms, third party, etc.)				
82) Initial Occupancy Compliance form				

EXHIBIT C

COOK COUNTY LOAN CLOSING CHECKLIST

Project: Name Here
Amount: \$0,000,000
Projected Closing Date: 01/01/20xx

COOK = Cook County
B = Borrower Items
TITLE = Title Company

B= Borrower Items which must be submitted to Cook County Department of Planning, Legal Affairs:
Attention: Eva L. Garrett, Esq., T. 312.603.1067, email: eva.garrett@cookcountyil.gov

1. COUNTY DOCUMENTS

	PREPARED BY	DOCUMENT	DRAFT	FINAL SIGNED	COMMENTS
1	COOK	Commitment Letter			
2	COOK	Loan Agreement			
3	COOK	Promissory Note			
4	COOK	Mortgage			
5	COOK	Security Agreement			
6	COOK	Assignment of Rents and Leases			
7	COOK	Declaration of Covenants, Conditions, Restrictions			
8	COOK	Guaranty			
9	COOK	Environmental Indemnity			
10	COOK	Ground Lease Agreement (if applicable)			
11	COOK	Subordination of Management Agreement (if app.)			
12	COOK	Subordination to County Agreement (if applicable)			
14	COOK	Intercreditor Agreement (if applicable)			
15	COOK	Lobbying Certificate			
16	COOK	County Escrow Instructions			
17	COOK	UCC Financing Statements-County and State			

2. ORGANIZATIONAL DOCUMENTS DATED WITHIN 30 DAYS OF CLOSING

	PREPARED BY:	DOCUMENT/ITEM	DRAFT	FINAL SIGNED	COMMENTS
1	B	Corporate Structure Flowchart			
2	B	Operating/Partnership Agreement (certified)			
3A	B	Financial Statement of Developer Entity that applied for funding (for 2 most recent years-audited)			
3B	B	Evidence of Guarantor's net worth (n/a for nonprofit entities)			
4	B	Tax Returns			
5a	B	501(c)(3) Letter, if applicable			
5b	B	Articles of Organization/Incorporation/Bylaws (and all amendments) –General Partner or Managing Member			
5c	B	Certificate of Good Standing GP/Managing Member			
5d	B	Certified Resolutions GP/Managing Member			
5e	B	W-9 Form –GP/Managing Member			
5f	B	UCC, Judgment, Bankruptcy and Federal and State Tax Lien Searches GP/Managing Member			
6a	B	Articles of Organization/Incorporation/Bylaws (and all amendments)-Borrower			
6b	B	Certificate of Good Standing -Borrower			
6c	B	Certified Resolutions -Borrower			
6d	B	W-9 Form-Borrower			
6e	B	UCC, Judgment, Bankruptcy and Federal and State Tax Lien Searches-Borrower			

3. LAND AND CONSTRUCTION DOCUMENTS

	PREPARED BY:	DOCUMENT/ITEM	DRAFT	FINAL SIGNED	COMMENTS
1	B	Phase I Environmental Assessment			
2	B	Soils Report			
3	B	Any Phase II assessment or additional tests and audits recommended in Phase I or required by Cook County			
4	B	Environmental Professional's Certification (Reliance Letter)			
5					
6a	B	Deed			
6b	B	Easement (if applicable) May be under 6A Deeds?			
7	B	Ground Lease (if applicable)			
8	B	(updated) Appraisal (dated within 3 months) if app.			
9a	B	Construction Contract			
9b	B	Architect's Agreement			
9c	B	Plans and Specifications			
9d	B	Subcontracts			
9e					
9f	B	Construction Schedule			
9g	B	Construction Budget/Contractor's Sworn Statement			
9h	B	Owner's Sworn Statement			
9i	B	Performance Bonds/Dual Obligatee Rider			
9k		Zoning Permit/Clearance (Part of Title Policy)			
9l	B	Evidence of Contractor License			
9m	B	Building Permit			
9n					
10	B	Form of Tenant Lease for Project			
11a	B	Management Plan			
11b	B	Management Agreement			
12	B	Settlement Statement for Purchase (if land acquisition in advance of Closing)			
13		Purchase Agreement or Ownership Document (if not purchase, contract to purchase)			
14a	B	Collateral Assignment of Construction Documents			
14b	B	Consent to Assignment - Architect			
14c	B	Consent to Assignment-General Contractor			
15	B	Plat of survey of Project, dated after the date of Commitment Letter, certified to COUNTY OF COOK, in accordance with the current requirements for ALTA			

4. TITLE DOCUMENTS AND PRE-PAID INSURANCE POLICIES, CERTIFICATES, BINDERS

	PREPARED BY:	DOCUMENT/ITEM	DRAFT	FINAL SIGNED	COMMENTS
1	B	Builders' All Risk Insurance			
2	B	Workers' Compensation Insurance			
3	B	Fire and Extended Coverage Insurance			
4	B	Public Liability and Property Coverage			
5	B	Property Manager's Insurance			
6	B	Contractor's Insurance			
7	B	Architect's Insurance			
8					
9	TITLE	Title Indemnity, if applicable			
10					
11	B	Joint Construction Escrow Agreement, if applicable			
13	B	Owner's Title Commitment/Pro Forma Policy			
14	B	County's Loan Pro Forma			
15	TITLE	Title Policy-Post Closing			

5. FINANCING

	PREPARED BY:	DOCUMENT/ITEM	DRAFT	FINAL SIGNED	COMMENTS
1	B	Senior Lender Loan Documents			
		Subordination Agreement to Lender, if applicable			
2	B	Junior Lender Loan Documents			
3		Subordination Agreement to Lender, if applicable			
4	B				
5	B	Energy Grant, if applicable			
6	B	IHDA Tax Credit Reservation Letter			
6a	B	Low Income Housing Tax Credit Extended Use Agreement			
6b	B	Tax Credit Regulatory Agreement			
7	B	Development Fee Agreement			
8	B	Investor Pro Forma			
9	B	Sources and Uses Affidavit (County Form)			

6. OTHER

	PREPARED BY:	DOCUMENT/ITEM	DRAFT	FINAL SIGNED	COMMENTS
1	B	Preliminary Davis Bacon Determination			
2	B	WBE/MBE Outreach Plan			
3	B	Section 3 Outreach Plan			
4	B	Affirmative Fair Housing Marketing Plan			
5	B	HUD/ERR Clearance and Release of Funds			
6	B	Tenant Selection Plan			
7	B	Project Budget (minimum 30 years)			
8	B	Relocation Plan, if applicable			
9	B	Closing Draw Package-if applicable (copies of backup documents to support the expenditures of all items listed on final Sworn Owner's Statement that will be paid out or reimbursed at the Loan Closing)			
10	B	Child Support Affidavits, if applicable			

EXHIBIT D

INSURANCE REQUIREMENTS

- A. The Property must be insured by replacement cost casualty insurance, issued by a company licensed and authorized to do business in Illinois and acceptable to the County with a minimum A.M. Best Rating of A-VII in an amount equal to the full replacement value of the buildings, structures and equipment. The deductible shall not exceed one percent (1%) of the post construction appraised value of the Property, excluding land. The insurance policy shall name the ***County of Cook, a body politic and corporate of the State of Illinois** as insured, as second mortgagee, if applicable, and as loss payee.
- B. The Borrower shall maintain throughout the term of County Loan general public liability insurance, issued by a company licensed and authorized to do business in Illinois and acceptable to the County with a minimum A.M. Best Rating of A-VII with coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate with a deductible of not more than Ten Thousand Dollars (\$10,000.00). The policy shall name the ***County of Cook, a body politic and corporate of the State of Illinois** as an additional insured.
- C. The Borrower shall maintain or cause to be maintained from the date of the construction loan escrow agreement through the date of the final disbursement of loan funds and completion of all rehabilitation or construction, builder's risk insurance issued by a company acceptable to the County, with an A.M. Best Rating of A-VII, in an amount equal to the full replacement value of the building structures and improvements including one hundred percent (100%) of the insurable value of the work to be done and incorporated in the buildings. The deductible shall not exceed one percent (1%) of the appraised value of the post-construction Property. The insurance policy shall name the ***County of Cook, a body politic and corporate of the State of Illinois** as insured, as second mortgagee, if applicable, and as loss payee.
- D. The insurance required in Section C of shall be kept in effect not only during the rehabilitation or construction funded by this County Loan but also during any subsequent construction or rehabilitation on the Property during the term of the County Loan.

*Address: c/o Department of Planning and Development, 29th Floor
Chicago, IL 60602

EXHIBIT E

SAMPLE RELOCATION PLAN



Relocation Plan

**Fox Point Mobile Home Park
573 S. Milwaukee Avenue
Wheeling, Illinois**

Village of Wheeling
Community Development Department
Wheeling, IL 60090

June 13, 2017

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1.0 Existing Project Summary

Subrecipient Name: Village of Wheeling, Illinois.

Address: 2 Community Boulevard
Wheeling, IL 60090

Village Official: Andrew Jennings
Director of Community Development

Phone Number: (847) 459-2620

Fax Number: (847) 459-2656

Relocation Coordinator(s): ICF Incorporated, LLC

Address: 9300 Lee Highway
Fairfax, Virginia

Phone Number: 703-934-3000

Project Name: Fox Point Mobile Home Park
573 S. Milwaukee Avenue
Wheeling, IL 60090

Year Built: 1967

Total Number of Pad Sites 44

Total Number of Units: 34

Number of Occupied Units as of 2/22/17: 19

Number of Vacant Units as of 2/22/17: 15

Activity Type(s): Buyout of Repetitive Flooded Property

Estimated Start Date of Relocation Moves: July 1, 2017

Estimated Start Date of Greenspace Construction: October 1, 2017

2.0 Brief Description of the Relocation Project

Fox Point Mobile Home Park, established in the late 1960's, is a 44 unit community in which the occupant owns the individual housing unit and rents the pad site from the park owner. This development provided affordable homeownership opportunities to working class households seeking to live in northwest Cook County during a period of suburban growth and outward migration from the urban core of the City of Chicago. As continued suburban development increased in the general watershed region which stretches from Wisconsin and continues through Illinois, the immediate 2.63 acre parcel, located adjacent to the Des Plaines River, experienced repeated flooding events, leaving the mobile home park under distress for a number of years.

The most recent flood event occurred on April 19, 2013. Over 5.5 inches of rainfall caused the river to crest its banks at over 11 feet above flood stage. The park was underwater for several days and causing significant damage to the housing units, jeopardizing resident safety and property. Streets and schools were closed. Residents evacuated to temporary shelter. Power was out for a number of days, resulting in a failure of the waste water treatment plant. Flood damage to individual units resulted in damaged electrical systems and mold infestation in the flooring and insulation, weakened floors, as well as uneven settling due to a lack of concrete pads to support the units.

As a result of this disaster on May 10, 2013, a Presidential Disaster Declaration was issued by the Department of Homeland Security – Federal Emergency Management Agency (FEMA-4116-DR). On December 16, 2013, the U. S. Department of Housing and Urban Development awarded over \$82M in Community Development Block Grant Disaster Recovery (CDBG-DR) Program assistance to Cook County, Illinois to assist with long-term recovery and hazard mitigation to the most affected communities.

The Village of Wheeling, the landowner, and the residents of the Fox Point Mobile Home Park have struggled with the best path forward to address the hardships experienced by households who resided in this repetitively flooded community. The village fearing potential risk to general health and safety in terms of damage wrought by the flooding due to the community's location in the Des Plaines River flood zone, felt removing the structures and reverting the land to parkland was warranted. The landowner and the park residents disagreed with the Village's position that the site was no longer safe. They contended that the units, while averaging over 30 years in age, could still be repaired and made habitable. They sought assistance from private counsel to present their case and seek assistance to return to normal lives. The Village determined that the existing units do not meet the current mobile home standards and even if they could be repaired and brought to current code, the flood risk would remain.

After significant public discussions, lawsuits and legal hearings, the parties entered in a Settlement Agreement dated, November 1, 2016. In support of the Settlement Agreement, Cook County is providing Community Development Block Grant – Disaster Recovery (-DR) funding to allow the Village to undertake voluntary buyouts of the mobile home park landowner and the individual mobile home owners. The use of the Federal assistance will ensure that all residents will be afforded the rights and benefits provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

On October 18, 2016, the Village of Wheeling and Cook County executed a subrecipient agreement to provide \$3,990,195.00 in CDBG-DR funds to assist the residents of Fox Point Mobile Home Park. The funds will be used to purchase the mobile home units, provide relocation assistance and advisory services, and clear the site of the residential structures. The County issued an Authorization to Incur Grant Costs on February 24, 2017. Immediately following the County's authorization, the Village of Wheeling requested that the relocation coordinator begin the relocation program. Relocation services commenced with a coordination meeting held with Village staff on February 27, 2017.

A resident community information briefing was held the evening of April 6, 2017 at the Village of Wheeling Fire Department - Station 24, located at 499 S. Milwaukee Avenue, Wheeling, IL. The Village Director of Community Development, along with the ICF relocation team were present to provide a project update, explain the overall relocation process and answer questions. The agenda for the meeting, along with other relevant information pertaining to the relocation process was made available to all attendees. This information included HUD Brochure "Relocation Assistance to Displaced Homeowner Occupants" (HUD-1044-CPD, 6/2016); and an informational flyer "Items to Bring to Your Interview". All information distributed at the community residents were made available in both English and Spanish. Copies of these documents are listed in the Appendix (Section 12) to this plan.

After briefing the community residents and addressing questions, Relocation staff encouraged all those who attended the meeting to schedule an individual interview with members of the ICF Relocation team. Resident interviews were conducted from April 24 through May 5, 2017. This resulted in thirty-five (35) residents scheduling and successfully completing individual household interviews. The summaries pertaining to overall resident demographics, income and household composition included in this relocation plan are based on the information collected during this process.

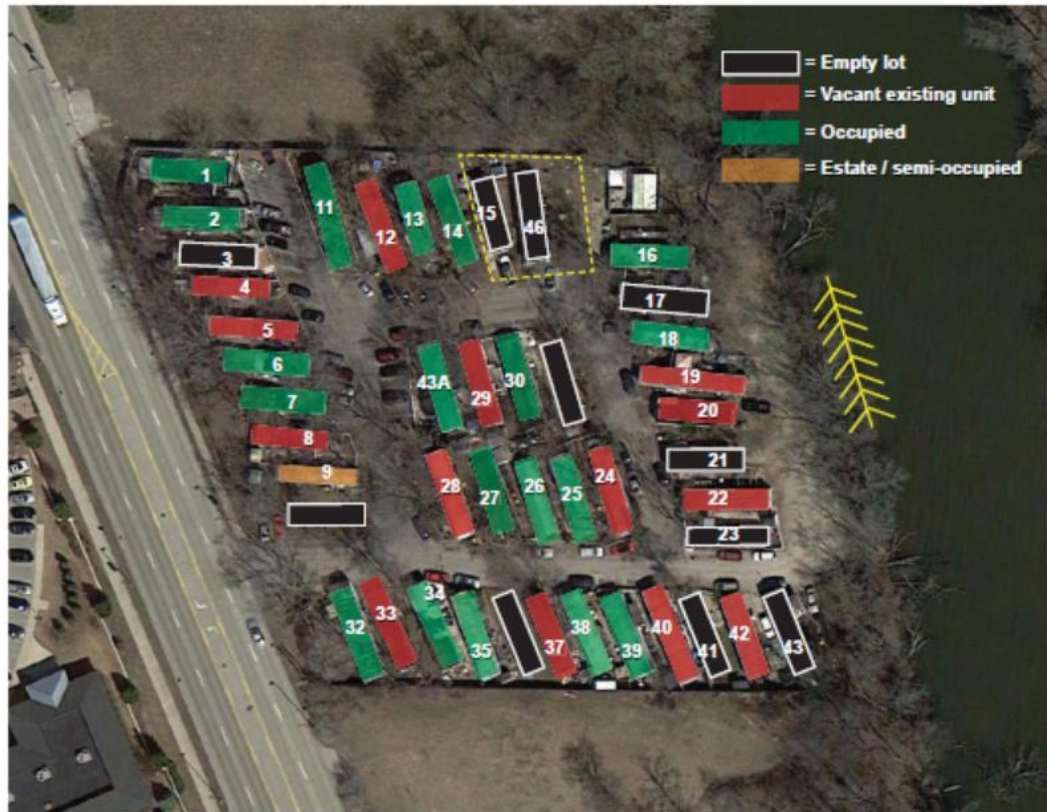
Additionally, a state licensed appraiser was available during this period to meet with each mobile home owner, tour the unit and gather information to assist in establishing the pre-flood value in accordance with the provision of the Federal Register Notice, dated March 5, 2013 (FR-5696-N-01). The ICF relocation team completed twenty-eight (28) appraisal appointments as of May 12, 2017.

Based on resident interviews, all current and former residents who resided at the Fox Point Mobile Home Park on April 20, 2013 will be eligible for a replacement housing assistance payment and provided relocation assistance. The ICF Relocation team was able to interview 88% of the community residents and feels that the data obtained provides the best information currently available. This data was used to inform the development of the relocation plan. The relocation plan will further identify the location of comparable housing (both for-rent and for-sale), advisory services, demographic and household characteristics, and the relocation assistance that will be made available to all eligible residents.

Unit Inventory (2/22/17)

Pad Site	Year Built	Model	Unit Size	Status
Lot #1			4 room - 3 bed	Occupied Unit
Lot #2	1967	New Moon	4 room - 2 bed	Occupied Unit
Lot #3	1996	Carrollton	4 room – 2 bed	Empty Lot
Lot #4				Vacant Unit
Lot #5	1966	Vinehall	4 room – 2 bed	Vacant Unit
Lot #6	1965	New Moon	4 room – 2 bed	Occupied Unit
Lot #7	1968	Valiant	4 room – 2 bed	Occupied Unit
Lot #8	1964	Northern Star	4 room – 2 bed	Vacant Unit
Lot #9	1967	Skyline	4 room – 2 bed	Occupied Unit
Lot #11	1997	Redman Ind	5 room – 3 bed	Occupied Unit
Lot #12				Vacant Unit
Lot #13	1993	Carrollton	4 room – 2 bed	Occupied
Lot #14	1986	Fairmount	4 room – 2 bed	Occupied Unit
Lot #15	1963	Homette Homes	4 room – 2 bed	Empty Lot
Lot #16	1984	New Moon	4 room – 2 bed	Occupied Unit
Lot #17	1974	Rambler	4 room – 2 bed	Empty Lot
Lot #18	1992	Carrollton	4 room – 2 bed	Occupied Unit
Lot #19	1979	Charlie	4 room – 2 bed	Vacant Unit
Lot #20	1974	Hillcrest	4 room – 2 bed	Vacant Unit
Lot #21				Empty Lot
Lot #22	1983	Commodore	4 room – 2 bed	Vacant Unit
Lot #23				Empty Lot
Lot #24	1967	Vindale	4 room – 2 bed	Vacant Unit
Lot #25	1991	Carrollton	4 room – 2 bed	Occupied Unit
Lot #26	1990	Commodore	4 room – 2 bed	Occupied Unit
Lot #27	1976	Namco	4 room – 2 bed	Occupied Unit
Lot #28				Vacant Unit
Lot #29	1985	Patriot		Vacant Unit
Lot #30	1990	Carrollton	4 room – 2 bed	Occupied Unit
Lot #32	1974	Bristol Homes	4 room – 2 bed	Occupied Unit
Lot #33	1982	Commodore	4 room – 2 bed	Vacant Unit
Lot #34	1981	Trinity	4 room – 2 bed	Occupied Unit
Lot #35	1985	Prairie Star	4 room – 2 bed	Occupied Unit
Lot #37	1985	Commodore		Vacant Unit
Lot #38	1984	Commodore	7 room – 3 bed	Occupied Unit
Lot #39	1989	Point West	5 room – 2 bed	Occupied Unit
Lot #40	1969	Star	5 room – 3 bed	Vacant Unit
Lot #41	1983	Commodore	4 room – 2 bed	Empty Lot
Lot #42	1993	Carrollton	4 room – 2 bed	Vacant Unit
Lot #43	1995	Skyline	4 room – 2 bed	Empty Lot
Lot #43A	1993	Carrollton	4 room – 2 bed	Occupied

Fox Point Mobile Home Park
573 S. Milwaukee Avenue



Fox Point Community - Unit Status
February 22, 2017

Examples of Units currently on the site





3.0 Households to be displaced

In accordance with the legal settlement identified previously, all households who were a party to the final agreement **will be considered to be “permanently displaced”** for the buyout project. This includes:

1. Households who were in residency as of April 19, 2013 and continued to remain in residency will not be offered an opportunity to remain in the property due the site being located in a FEMA designated flood hazard zone. All existing units will be purchased pending demolition; or
2. Households who were in residency as of April 19, 2013 and subsequently moved before being fully informed of their rights and protections under the URA.

The following is a summary of the make-up of all households who will be displaced from the Fox Point Mobile Home Park for the demolition and conversion to open space:

Income as a percent of Area Median Income (AMI) by Household Size of those to be displaced:

Household Size	1	2	3	4	5	6	7	8	Total
30% or less AMI	0	0	0	0	2	0	0	0	2
31 to 50% AMI	3	0	1	1	2	0	0	1	8
51 to 60% AMI	1	0	1	1	3	0	0	0	6
61 to 80% AMI	2	3	0	5	1	3	0	0	14
81% or greater AMI	2	1	0	1	1	0	0	0	5
Total Households	8	4	2	8	9	3	0	1	35

Tenure in the Park by Household of those to be displaced:

20 years or greater	5
15 – 19 years	4
10 – 14 years	10
6 – 9 years	6
1 – 5 years	3
1 year or less	0
Declined/Not Known	7
Total	35

Ethnicity by Household of those to be Displaced

Hispanic/Latino	31
Non-Hispanic/Latino	4
Declined/Unknown	0
Total	35

Race of Household for those to be Displaced

Race	
American Indian/Alaskan Native	1
American Indian/Alaskan Native & Black/African American	0
American Indian/Alaskan Native & White	0
Asian	0
Asian & White	0
Black/African American	0
Black/African American & White	0
Native Hawaiian/Other Pacific Islander	0
Other multi-racial	0
Unknown	31
White	3
Total	35

Interviews of thirty (35) residents were conducted over a two week period, beginning April 24, 2017 and concluding May 5, 2017. Attempts were made to contact all residents, in person, by letter and/or by telephone. The following is based on the information gathered during these sessions provided additional detail on the resident population. This data was used to inform this relocation plan:

- Demographics
 - Limited English Proficiency – household who identified Spanish as a first language – 90%
 - Legal Status – households who either certified to or provide supporting documentation pertaining to legal status – 46%
- Current Residence
 - Mobile Home Ownership – 28 residents provided copies of Illinois State title
 - Three (3) residents have passed away since the flood event
 - Eighteen (18) residents continue to reside at Fox Point Mobile Home Park
 - Sixteen (16) residents have moved to other communities, either in the Village of Wheeling or to an adjacent community
 - Two (2) residents have moved out of the country
 - One (1) resident moved out of state

- Three (3) residents (currently residing out of the area) have presented “Power of Attorney” documentation to permit representation by others
- Transportation
 - Thirty-two (32) residents have personal automobiles that are their primary mode of transportation
 - Three (3) households identified public transit as their primary mode of transportation
- Income
 - No residents receive Section 8 rental assistance
 - No residents indicated that they pay a mortgage on their manufactured unit at Fox Point Mobile Home park
 - Low/Moderate Income households – 86%

4.0 Relocation Destinations

A review of the local housing market was undertaken beginning February 27, 2017 to identify comparable replacement housing including mobile home communities, traditional multi-family housing developments, and conventional for-sale residential housing. This review included site visits to mobile home parks and rental developments, along with information obtained from local publications. Single family detached housing and condominiums are readily available for purchase with over 200 currently listed as “for sale”. Prices listed are \$75,000 - \$105,000 for a condominium unit, and begin at \$145,000 for single family detached units. A number of the mobile home parks listed below have both new and used mobile homes for sale. Additionally, the local housing market analysis, conducted as of May 31, 2017 identified the following specific prime potential relocation destinations:

Mobile Home Communities:

Development	Address	Type	Units	Pad Rent
Whipple Tree Manufactured Home Community	525 N. McHenry Road Wheeling, IL 60090	4 room - 2 bedroom	12	\$923
Rand Road Mobile Home Community	90 S. River Road Des Plaines, IL 60016	4 room - 2 bedroom	5	\$740
Blackhawk Estates	400 West Touhy Avenue Des Plaines, IL 60018	5 room - 3 bedroom	4	\$720
Sunset Village	2450 Waukegan Road Glenview, IL	5 room – 3 bedroom 4 room – 2 bedroom	12	\$993
Town and Country	815 Oakton Street Des Plaines, IL 60016	4 room - 2 bedroom	5	\$695

Multi-family Rental Communities

Development	Address	Type	Units	Rent
Foxboro Apartments	470 Foxboro Drive Wheeling, IL 60090	Garden Apartment 2 bedroom	5	\$1,315 - \$1,365
Arlington Club Apartments	1533 Baldwin Court Wheeling, IL 60090	Garden Apartment 2 – 3 bedroom	3	\$1,360
Northgate Crossing	200 Hudson Court Wheeling, IL 60090	Townhouse 2 – 3 bedroom	10	\$1,785 - \$2,100
Woodland Creek	333 Woodcreek Road Wheeling, IL 60090	Garden Apartment 2 -3 bedroom	13	\$1,555 - \$2,630
Colony Apartments	475 W. Enterprise Drive Mt. Prospect, IL 60056	Garden Apartment 2 – 3 bedroom	7	\$1,455 - \$1,860
Mt. Prospect Greens	1958-2036 W. Algonquin Road, Mt. Prospect IL 60056	Garden Apartment 2 bedroom	6	\$1,100 - \$1,699
Park Grove Apartments	1821 W. Golf Road Mt. Prospect, IL 60056	Garden Apartment	10	\$1,115 - \$1,910

5.0 Permanent Relocation Assistance

Households who will be displaced from Fox Point Mobile Home Park will be given either a Written Offer to Purchase and/or a Notice of Eligibility for Relocation Assistance that will detail the assistance that they are entitled to receive under the URA. The determination of the type of notification and form of assistance will be dependent upon the individual circumstances for each household.

Additionally, in accordance with 49 CFR Subpart F – Mobile Homes, which details the requirements governing the provision of replacement housing payments to a person displaced from a mobile home and/or mobile home site who meets the basic eligibility requirements under the URA. Unless modified by this subpart, a displaced person is entitled to a moving expense payment in accordance with 46 CFR 24 Subpart D, and a replacement housing payment in accordance with 49 CFR 24 Subpart E to the same extent and subject to the same requirements as persons displaced from conventional dwellings.

The Village of Wheeling will not require any household or person to move unless at least one (where possible three) comparable, available replacement dwelling unit can be identified at least 90 days before the required move. The relocation policy that applies to households or persons that will be displaced or have already moved from the Fox Point Mobile Home Park is outlined below:

5.1 Permanent Relocation Policy

The Village of Wheeling will provide households that are required to move or have already relocated with relocation assistance in accordance with the requirements of the URA. These relocation benefits include, but are not limited to, referral to comparable housing, which may be another mobile home community, a traditional rental housing development or assistance with conventional single-family housing within the area, reasonable moving expenses and appropriate advisory services.

The Village of Wheeling, working with their relocation contractor ICF, will assist all households identified as permanently relocated to secure a decent, safe and sanitary replacement housing unit within a reasonable distance of from the Fox Point Mobile Home Park. The ICF Relocation team will relocate those households identified for permanent displacement.

All households living at Fox Point Mobile Home Park at the time of the storm will be considered to be permanently displaced. They will be offered a comparable replacement unit, along with appropriate advisory services to facilitate their move, including transportation to view available housing options. Households who are displaced may move to housing of their choice, regardless of whether it is one of the comparable units presented by the ICF Relocation team. However, in order to qualify for the replacement housing payment, the replacement unit must be, at a minimum, decent, safe and sanitary (standard HUD HQS) and pass a lead-based paint visual assessment, to ensure that the replacement unit is free of visible deteriorated painted surfaces.

5.2 Permanent Moves - Moving Expenses

For households to be permanently relocated, the Village of Wheeling will offer to provide direct payment to each resident so they will not incur any out-of-pocket expenses in connection with this move. If desired by the household, a one-time fixed payment will be provided. This payment is based on the fixed payment schedule, established by the U.S. Department of Transportation. This payment amount is determined based on the number of rooms of personal property that must be moved.

Currently, the Fixed Residential Moving Cost Schedule for the State of Illinois is shown in the chart below:

Occupant Owns Furniture									Occupant does not own furniture	
Number of Rooms of Furniture										
1	2	3	4	5	6	7	8	Add'l room	1 room, no furniture	Add'l room, no furniture
\$850	\$1000	\$1150	\$1250	\$1400	\$1600	\$1750	\$1250	\$450	\$650	\$150

When a household opts for a fixed payment, there will be no deduction if certain large items (such as a hutch or piano) must be professionally moved and the resident pays the mover directly. A fixed payment may be made to the household as an advance (for a security deposit, as an example) if requested by the displaced household.

5.3 Permanent Moves – Advisory Services

As detailed in 49 CFR Part 24, Subpart C, advisory services shall include counseling, written notification of eligibility and moving requirements, referrals to comparable replacement housing, assistance with filing of claims and referrals to other agencies for assistance as deemed appropriate. Additional details pertaining to relocation services can be found in Section 7.

5.4 Permanent Moves – Replacement Housing Assistance

A displaced owner-occupant or tenant is eligible for one of the following replacement housing payments:

1. 90-Day Homeowner Occupant

(a.) If a person has actually owned and occupied the displacement dwelling for not less than 90 days prior to the initiation of negotiations to acquire the property for the project, and occupies a replacement dwelling within one year, the person is eligible for a replacement housing payment which represents the combined cost of (1) the differential amount, (2) increased interest cost, and (3) reasonable incidental expenses (including professional home inspection) as outlined in the URA at 49 CFR 24.401.

OR

(b.) If a person is eligible for assistance under this section but elects to rent a replacement dwelling within one (1) year (in lieu of purchase) the person will be eligible

for a rental assistance payment (RAP) computed in accordance with 49 CFR 401(a)(2)(ii). However, the RAP cannot exceed what the homeowner would have been entitled to under the 90-day homeowner calculation.

2. 90-Day Occupants (homeowners and tenants)

A tenant occupying a rental unit for more than 90 days (or a homeowner-occupant who elects to rent after displacement) is eligible for one of the two types of payments below.

Rental Assistance payments are computed differently for low income and non-low income persons in the following manner:

(a.) Low income persons or households (below 80% of median family income determined by HUD).

(1.) The lessor of the monthly cost of rent and utilities for a comparable replacement dwelling, or the monthly cost of rent and utilities for a decent, safe and sanitary unit the person actually moves into (replacement unit).

(2.) The lessor of thirty percent (30%) of the person's anticipated, average, gross monthly income, or the monthly costs of rent and actual utilities at the displacement dwelling (old unit).

(3.) Subtract the lessor of comparable unit provided in the Notice of Eligibility or the actual replacement unit selected by the displaced person or household from the lessor of the household or persons ability to pay housing costs (30% of gross monthly income or the monthly costs for rent and actual utilities at the displacement unit).

(4.) Multiply the difference as detailed above by 42 months.

(A) Monthly rent and actual utilities at the displacement unit	(C) Rent and utilities at the comparable unit
(B) 30% of gross monthly income	(D) Rent and utilities at the replacement unit
Lessor of (C or D) minus the lessor of (A or B) = Increased housing costs	
Increased housing costs X 42 months = RHP	

(b.) Non-low income persons or households (above 80% of median family income determined by HUD).

(1.) The lessor of the monthly cost of rent and utilities for a comparable replacement dwelling, or the monthly cost of rent and utilities for a decent, safe and sanitary unit the person actually moves into (replacement unit).

(2.) The monthly costs of rent and actual utilities at the displacement dwelling (old unit).

(3.) Subtract the lessor of comparable unit provided in the Notice of Eligibility or the actual replacement unit selected by the displaced person or household from the monthly costs for rent and actual utilities at the displacement unit.

(4.) Multiply the difference as detailed above by 42 months.

(A) Monthly rent and actual utilities at the displacement unit	(C) Rent and utilities at the comparable unit
N/A	(D) Rent and utilities at the replacement unit
Lessor of (C or D) minus (A) = Increased housing costs	
Increased housing costs X 42 months = RHP	

OR

Downpayment Assistance

For a renter household or person to purchase a home, assistance is calculated as the amount the person would receive as described above.

5.5 Waiver Valuation

In accordance with 49 CFR 24.102(c)(2)(C) the Village of Wheeling has submitted to Cook County, the CDBG-DR Grantee, a formal request to submit a waiver to HUD to increase the regulatory threshold from \$10,000 to \$25,000, which would preclude the need to undertake an appraisal. The Village of Wheeling has determined that an appraisal is unnecessary because the valuation is uncomplicated and the anticipated value of the acquisition of the mobile home units is estimated between \$7,500.00 and \$16,000.00. The Village of Wheeling, working through its relocation contractor ICF, has engaged an Illinois state certified appraiser who has sufficient understanding and experience with the local real estate market and mobile home units.

The purpose of the appraisal waiver is to avoid the cost and time delay associated with the appraisal requirements for low-value, non-complex acquisitions. Since the State of Illinois deems mobile home units as personal property, and it is likely none of the units will be relocated or moved off the site, the most expeditious approach for the proposed acquisition and offer of just compensation shall be to use this waiver process.

Accordingly, the Village shall offer, in writing, each mobile home owner the option of having their unit appraised. Whether or not an owner elects to have an appraisal conducted, the Village shall document that each resident was offered and accepted the waiver valuation (in lieu of an appraisal). The document they will sign is included in the appendix.

5.6 Permanent Moves – Security Deposits/Credit Checks

Security deposits are not eligible expense under the URA, as a grant or subsidy, unless it is distributed as a repayable loan. However, a person can choose to use a portion of a replacement housing payment (an advance on the claim) to secure a replacement unit.

5.7 Permanent Moves – Housing of Last Resort

Prescribed within the URA at 49 CFR 24.401(b) the cap on a replacement housing payment to a homeowner-occupant for an eligible 90-day homeowner may not exceed \$31,000 and renter occupant may not exceed \$7,200 unless comparable replacement housing is not available within a displaced person's financial means. Whenever the payment ceiling is insufficient to provide comparable replacement housing, additional assistance or alternative assistance must be provided. As detailed in HUD Handbook 1378 in Section 3-8 (A.) exceeding the payment ceiling is commonplace. To ensure that a displaced person is not unduly burdened financially, the Village of Wheeling will provide additional cash assistance.

This policy is based on the determination that without the additional cash assistance the buyout of the mobile home owners and their relocation cannot advance to completion in a timely manner and utilization of this method is cost effective, as the site remains in the critical path for continued flooding. After consideration of all elements of this project that based on the local housing market analysis, the availability of comparable housing units and the current unsafe and hazardous conditions on the site, use of last resort housing through the provision of additional cash assistance is cost effective approach.

5.8 Permanent Moves - Resident Legal Status

In accordance with 49 CFR 24.208, for a person or household to qualify for relocation advisory services or relocation payments authorized by the URA, a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. The Village of Wheeling will require all persons seeking relocation assistance to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

5.9 Permanent Moves - Relocation Benefit Waivers

The Village of Wheeling will not propose or request that a displaced person sign any waiver of URA benefits, in accordance with 49 CFR 24.207(f). All displaced persons shall be advised of the assistance to which they are entitled. The Village will accept a written refusal of assistance from a displaced household or person.

5.10 Permanent Moves – Duplicative Payments/Duplication of Benefits

Pursuant to both the URA (49 CFR 24.3 and 24.402(g)) addressing duplicative payments, insurance proceeds, and Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288) pertaining to “duplication of benefits”, the Village of Wheeling shall not provide relocation assistance to a person or household that has already receive any payment or assistance that shall be determined to have the same purpose and effect. This may include private homeowner insurance, flood insurance or disaster assistance from Federal, State or local sources, including Individual Assistance (IA) from the Federal Emergency Management Agency (FEMA). A duplication of benefits analysis will be performed for each household and included as part of the household’s file.

5.11 Permanent Moves – Expeditious Payments

The Village of Wheeling shall review claims for relocation assistance in an expeditious manner. Any person or household submitting a claim shall be promptly notified as to any additional documentation that is required to support the claim. Payment for the claim shall be made following receipt of sufficient documentation to support the claim. All relocation assistance shall be paid in two equal installments, one at the time the resident files a claim and the second 90-days thereafter; except when a resident choses to purchase another dwelling unit (mobile home or conventional housing). In this case, the purchase of the replacement unit will be made in a lump sum.

5.12 Permanent Moves – Advance Payments

In the event a displaced person or household demonstrates the need for an advance relocation payment to avoid or reduce hardship, the Village of Wheeling may issue the payment, subject to such safeguards as deemed appropriate to ensure that the purpose of the payment is accomplished.

5.13 Permanent Moves – Other General Requirements

5.13.1 – Comparable Replacement Dwellings -

To the extent feasible, comparable replacement dwellings shall be selected from the neighborhood in which the displacement dwelling is located or, if not possible, in nearby or similar neighborhoods where housing costs are generally the same or higher.

5.13.2 – Multiple Occupants of One Displacement Dwelling

If two or more occupants of the displaced dwelling move to separate replacement dwellings, each occupant is entitled to a reasonable prorated share of any relocation payments that would have been made if the occupants moved together to a comparable replacement dwelling. However, if it is determined that two or more occupants maintained separate households within the same dwelling, such occupants have separate entitlement to relocation assistance.

5.13.3 – Deductions from Relocation Payments

If any advance payment of relocation assistance is made, a deduction of the amount advanced shall be made from the relocation payment(s) to which a displaced household or person is otherwise entitled. The Village of Wheeling shall not withhold any part of a relocation payment to a displaced person to satisfy an obligation to any other creditor.

5.13.4 – Inspection of Replacement Dwelling

Prior to disbursement of a replacement housing payment the Village of Wheeling or their designated representative shall inspect the replacement dwelling and determine whether it is a decent, safe and sanitary dwelling, as defined at 49 24.2(a)(8).

5.13.5 – Occupancy Requirements for Displacement or Replacement Dwellings

No person shall be denied eligibility for a replacement housing payment solely because the person or household is unable to meet the occupancy requirements set forth herein for a reason beyond his or her control, including:

- (a) A disaster, an emergency, or an imminent threat to the public health or welfare, as determined by the President, the Federal agency funding the project or the displacing agency; or
- (b) Another reason, such as delay in the construction of the replacement housing, military duty, or hospital stay, as determined by the Village of Wheeling.

5.13.6 – Conversion of Payment

A displaced person who initially rents a replacement dwelling, and receives a rental assistance payment under Section 49 CFR 24.402(b), is eligible to receive any remaining payment in a lump sum, if the person meets the eligibility criteria for such payments. To convert a payment to homeownership assistance, a person must purchase and occupy a unit within the prescribed one (1) year period. Any portion of the rental assistance payment that has been disbursed shall be deducted from the payment computed.

5.13.7 - Payment after Death

Replacement housing is personal to the displaced person and upon his or her death the undisbursed portion of any such payment shall not be paid to the heirs or assigns, except that:

- (a) The amount attributable to the displaced person's period of actual occupancy of the replacement housing shall be paid;
- (b) Any remaining payment shall be disbursed to the remaining family members of the displaced household in any case in which a member of a displaced family dies; or
- (c) Any portion of a replacement housing payment necessary to satisfy the legal obligations of an estate in connection with the selection of a replacement dwelling by or on behalf of a deceased person shall be disbursed to the estate.

5.13.8 – Time for Filing Replacement Housing Payment Claim

All claims for replacement housing payment shall be filed no later than eighteen (18) months after the date of displacement. This may be waived by the Village of Wheeling for good cause.

5.13.9 – Notice of Denial of Claim – Replacement Housing Payment

If any or a part of a Replacement Housing Payment claim is disapproved or denied, the Village of Wheeling or its designated representative shall promptly notify the claimant in writing of its determination, the basis for the determination,, and the procedures for appealing the determination.

5.13.10 – Expenditure of Relocation Assistance payments

Payments provided pursuant to the relocation initiative shall not be considered Federal financial assistance or income for the purposes of reporting such as income to the Internal Revenue Service.

5.13.11 – Unlawful Occupants

A person who occupies without property right, title or payment of rent, or a person legally evicted, with no legal rights to occupy a property under State law. Said person shall be deemed to be an unlawful occupant and ineligible for relocation assistance in accordance with the Fox Point Mobile Home Park Relocation program.

6.0 Relocation Resources

All units used as comparable must be available to the displaced person and be vacant at the time that the Offer to Purchase and/or the Notice of Eligibility for Relocation Assistance (NOE) is issued to the displaced person or household. The comparable units identified in the NOE shall be inspected by the Village of Wheeling or their designated representative to ensure the following:

- Unit is decent, safe, and sanitary
- Unit meets local building and/or housing code
- Unit passes a Lead-based Paint Visual Assessment (if pre-1978)
- Unit is functionally equivalent in sq. ft., # bedrooms & amenities
- Unit has unobstructed egress to safe, open space at ground level

The actual replacement unit selected by the displaced person or household shall be inspected to ensure they are decent, safe, and sanitary. The inspection procedures used for the actual replacement unit will be those established by HUD under the Section 8 HQS property inspection standards.

In addition, if the unit was built prior to 1978, it must pass a visual assessment to determine that there is no peeling, flaking or chipping paint, dust or debris (flaking paint chips) within the unit or common area serving it. This is to comply with the Lead Safe Housing Rule (24 CFR Part 35, et al). The protocol for lead-based paint visual assessment is incorporated in the HQS inspection standards. If the unit fails to meet the required standards detailed herein, it cannot be approved as the replacement housing until the failed items are corrected and the unit passes a re-inspection.

7.0 Relocation Advisory Services

The Village of Wheeling has engaged ICF Incorporated, LLC as the relocation contractor who will provide the following advisory services to assist the affected persons or households who will be required to move permanently or who have already relocated and are deemed eligible for assistance. This includes three staff who are bi-lingual and are available in person, by telephone, and via email throughout the program's duration.

For those persons or households who are required to move permanently (displaced), these services include:

- A full explanation of rights, benefits and options available under the URA
- Transportation services to comparable units
- Service assistance with potential landlords
- Service assistance with the State of Illinois pertaining to housing unit title replacement or salvage title
- Service assistance with utility companies
- Service assistance with telephone company
- Service assistance with cable television and/or internet provider
- Housing counseling services
- Assistance with completing claim forms

In addition, the ICF Relocation Team will provide other necessary information and referral services to help residents with relocation. Examples of assistance to be provided and local service providers include:

- **Housing Resources:**

Cook County, the State of Illinois and HUD all provide information for those seeking rental housing. The websites for these agencies and their resources are:

<http://www.ihda.org/renter/listIHDAunits.aspx>

<http://www.ilhousingsearch.org/>

<http://ihda.org/renter/faq.htm>

<http://www.hud.gov/apps/section8/step2.cfm?state=IL%2CIllinois>

- **Homeless Prevention Program (HPP)**

This program is intended to assist households experiencing a temporary economic crisis beyond their control. The household applying for homeless prevention assistance must possess the ability to maintain future rental, mortgage, or utility obligations after homeless prevention assistance is rendered. The maximum statutory amounts of assistance that can be provided are:

- Rent/Mortgage assistance not greater than 2 months
- Rent/Mortgage arrears not greater than 3 months
- Utility Bills and Arrears (no legislative dollar amount indicated) – possibly utility hook-ups too
- Security Deposits not greater than 2 months

Providers of the Homeless Prevention Program services in the Cook County vicinity are below.

Center of Concern

1580 N. Northwest Hwy.
Park Ridge, IL 60068
(847) 823-0453

John McNabola, Executive Director
Grace Murrille, Program Contact

Connections for the Homeless

2010 Dewey Avenue
Evanston, IL 60201
(847) 475-7070

Paul Selden, Executive Director
Connie Fabbrini, Program Contact

- **Senior Citizen Services**

Possible resources for elderly Fox Point residents who may have to relocate may be Available from the Area Agency on Aging, Illinois Department on Aging, and Catholic Charities that serves Suburban Cook County. Each area agency within the State has different capabilities in regards to their services. Contact information for possible assistance is below:

Age Options, Inc.
1048 Lake Street, Suite 300
Oak Park, Illinois
1-800-699-9043 or (708) 383-0258
Contact: Meghan Morales

- **Fair Housing**

It is unlawful to discriminate in a real estate transaction based on a race, national origin, religion, sex, disability and sexual orientation. In addition, people with disabilities are entitled to reasonable accommodations and reasonable modifications. The Illinois Department of Human Rights oversees Fair Housing within the State.

The Illinois Department of Human Rights has developed several webinars on fair housing. Each video includes a general overview of fair housing, plus material related to the special interest group mentioned in the title. The information includes definitions of fair housing, what types of discrimination are covered under the law, an explanation of reasonable accommodations and modifications for people with disabilities, exemptions, examples of best practices, and an explanation of how complaints are filed.

- [Fair Housing 101: Condo Associations & Cooperatives](#)
- [Fair Housing Training for Individuals with Disabilities](#)
- [Fair Housing for Individuals with Disabilities: The Basics](#)
- [Your Right to Fair Housing: A Guide for New Americans](#)
- [Fair Housing Training: General Overview](#)
- [LGBT Rights & Fair Housing](#)

Illinois Legal Aid Online (ILAO) website (www.illinoislegalaid.org) can also provide assistance to anyone who believes they have been the victim of housing discrimination.

The Illinois Department of Human Rights also provides resources for those where Spanish is the primary language of the household. IDHR-LCBH Spanish language fair housing webinars are hosted on the Spanish language ILAO site, called *Ayuda Legal*, at www.ayudalegalIL.org, at these links:

- [Vivienda Equitativa para Personas Discapacitadas](#)
- [Su Derecho a la Vivienda Equitativa: Una Guia para Nuevos Americanos](#)
- [Los Derechos en la Vivienda LGBT](#)

<http://www2.illinois.gov/dhr/FilingCharge/Pages/Housing.aspx>

8.0 Overcoming Potential Impediments to Relocation

Although every effort will be taken to reduce impediments to residents of the Fox Point Mobile Home Park pertaining to their relocation, the Village of Wheeling anticipates that there will be some challenges to the successful relocation of affected households.

For example, some displaced residents may have outstanding debts to the local utility companies that will make it difficult for them to secure new utility services. The relocation contractor will take all steps necessary to work with the local utility provider and the household to overcome this potential challenge. If necessary, the relocation contractor will work with displaced households to work out a repayment plan.

As of now, the nature of disabilities found in the current residents does not require them to be treated differently, nor has any expressed any requests for reasonable accommodation. All stated they are capable of independent living and do not require an accessible unit.

9.0 Relocation Costs

Below is a detailed budget that indicates the projected costs for each element of the planned relocation. These figures are an early estimate and are subject to change as the project progresses.

Mobile Home Acquisition – 29 units	\$320,000
URA Replacement Housing – Rental Assistance for Pad sites – 29 sites	\$299,000
Moving Costs – Displaced Households – 29 households @ \$1,600 per	\$46,400
Contingency (5%)	\$13,308
TOTAL FOR RELOCATION ESTIMATED BUDGET	\$678,708

NOTE: The budget reflects comparable replacement housing as a mobile home unit and a community pad rental fee. The moving costs is based on the most current U.S. Department of Transportation fixed moving schedule for 6 rooms. The contingency may be utilized if a mobile home owner requests an appraisal in lieu of the low value waiver.

10.0 Resident Notification

As previously detailed in the profile of the Fox Point Mobile Home residents, a majority of the persons or households have limited English proficiency. This includes for both written and verbal communication. As such, all communications with each household will be conveyed in English and Spanish. The ICF Relocation team has three (3) staff who are bi-lingual to further provide communication to all affected persons and households.

Additionally, the ICF Relocation team has established both a direct voice mail box and email box wherein a resident can leave a message or send an email that will be the language most familiar to the person or household.

Direct telephone number: (703) 934-3888
Email address: FoxPoint@icf.com

The ICF Relocation team has set up temporary offices, beginning June 1, 2017, located two (2) blocks from the mobile home park at 307 S. Milwaukee Avenue, Suite 113, Wheeling, IL. This office location will provide residents confidential meeting space and a central location for interaction with the relocation team.

A resident community meeting was held April 6, 2017, at which time the Director of the Village of Wheeling Department of Community Development provided information to residents on the status of the project and discussed the relocation process. This included the introduction of the ICF Relocation team, who was available at the community meeting to begin to schedule interview appointments and collect resident contact information.

The ICF Relocation Team has conducted one-on-one interviews with 35 affected households to further explain the relocation process and collect the information needed to qualify residents and determine their relocation benefits. These meetings were held between April 24, 2017 and May 5, 2017. Concurrent to the individual interviews, residents were able to set up site visit appointments with the appraiser, who will establish the pre-flood value of each mobile home unit.

11.0 Relocation Recordkeeping and Notices

As part of its recordkeeping requirements, ICF will maintain an occupant list that, upon project completion, will identify:

- All persons occupying the property on April 19, 2013; and
- All persons moving from the property prior to October 1, 2017 (or the date on which the final resident vacates).

The ICF Relocation Team will hand deliver, with receipt on file, or send by certified mail, return receipt requested, the following notices required by 49 CFR Part 24:

- Resident Information Meeting Notice
- Notice to Homeowners
- Interview Form
- Relocation Assistance to Tenants Displaced from Their Homes
- Relocation Assistance to Displaced Homeowner Occupants
- Residential Claim Form for Moving and Related Expenses
- Claim for Rental Assistance or Down Payment Assistance
- Claim for Replacement Housing Payment for 90-day Homeowner Occupant

A copy of each of these required notices can be found in the Appendix.

No General Information Notice will be provided as the Settlement Agreement signed by all parties on November 1, 2016 shall serve as the “notice to all effected parties” of the project’s initiation.

The date of the ION shall be the date that Cook County had their Action Plan Amendment approved by HUD, April 29, 2016.

ICF and its subcontractors will protect the confidentiality of Personally Identifiable Information (PII) for any person making application to the Village of Wheeling’s Buyout Program for which Personally Identifiable Information (PII) is required to be provided and/or maintained.

As a condition of making application for CDBG-DR funds, the Federal government requires the grantee and its subrecipients to collect PII to verify program eligibility. In making application for a CDBG-DR funded program, the applicant acknowledges that PII may be required to be submitted to document eligibility.

PII is defined by HUD as:

“ information that can be used to distinguish or trace an individual’s identify, such as name, and social security number, alone, or when combined with other personal and identifying information which is linked or linkable to a specify individual , such as date, place of birth, mother’s maiden name, etc.”

To protect the PII of individuals applying to the Village of Wheeling Buyout Program, ICF staff and subcontractors who have responsibility for implementing, supervising, or monitoring the program will be subject to the following:

1. Access to documents, files and electronic data containing PII will be limited to authorized individuals and individuals who require access to this data to perform their work duties. Before gaining access to PII, all staff, subrecipients, consultants and employees of sub-contractors shall sign a *Non-Disclosure Agreement (NDA)*.
2. All requests for PII from unauthorized individuals, members of the public, the media, or other outside entities must be accompanied by the “*Permission for Access to Applicant Information*” form that must be signed by the applicant.
3. Interviews and meetings that involve the sharing or discussion of PII will be held in a private space where conversations cannot be overheard. Any notes or minutes of such meetings will be stored securely unless it is verified that the documents do not contain PII.
4. PII will be discussed over the telephone only after confirming with the applicant that the right party has been contacted and that person informed that PII will be discussed. Messages containing PII will never be left on voicemail by program staff or subcontractors.
5. PII will not be transmitted by email or in any other electronic format (e.g., text messages).
6. Applicant/participant files may contain PII, thus the entire file will be protected in a secure and confidential manner that adheres to this policy.
7. Applicant files containing PII will be located on a secure network site that can be accessed only by authorized users. Paper copies of documents will be shredded once they have been uploaded to the secure site.

11.0 Appeals

The Village of Wheeling will promptly review appeals in accordance with the requirements found at 49 CFR 24.10 of the URA regulations.

Any person who has been displaced for a Federally-assisted project may file a written appeal with the Village of Wheeling if the person or household believes that they have not been provided proper assistance or benefits provided under the URA.

Relocation assistance issues that may be appealed include, but are not limited to:

- Failure to offer a comparable replacement unit
- Failure to inspect replacement unit in a timely manner
- Denial of a person or household's eligibility for a relocation assistance

- Amount of a relocation payment provided
- Amount of assistance for moving expenses
- Failure to provide timely notices or advisory services

A person or household has the right to be represented by legal counsel or other representative in connection with his or her appeal, but solely at the person's own expense. The Village of Wheeling shall permit the person to inspect and copy all materials pertinent to his or her appeal, except materials which are classified as confidential. The imposition of reasonable conditions on the person's right to inspect will be established consistent with Federal, state and local laws.

The time limit for filing an appeal is sixty (60) days after the person receives written notification of the Village of Wheeling's determination of the person's eligibility for assistance or the amount of assistance to be provided. A displaced person may contact the Village of Wheeling if they wish to discuss filing an appeal.

Written appeals shall be considered regardless of form. A written appeal must be submitted to:

Mr. Andrew Jennings
 Director of Community Development
 Village of Wheeling
 2 Community Blvd.
 Wheeling, IL 60090

The Village of Wheeling will respond to the appellant within fifteen (15) calendar days or receipt of the appeal to acknowledge receipt. This will also include instructions to the person or household regarding how to submit additional information

In deciding an appeal, the Village of Wheeling will consider pertinent justification and material submitted by the person to ensure a fair and full review of the appeal. The village shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and provide a copy to the person within 45 days after receipt of all information submitted by the person in support of the appeal.

The Village of Wheeling's response shall include, but need not be limited to:

1. The determination on review of the appeal;
2. The factual and legal basis upon which the decision is based, including any pertinent explanation;
3. If any payment or other relief to the person is required to be made, the amount and manner of payment will be outlined in the response to the individual along with a statement of the person's right to seek the assistance in the event such relief is not provided within 45 days
4. If the full relief requested is not granted a statement of the person's right to seek a judicial review.

13.0 APPENDIX

1. Community Meeting Notice
2. Items to Bring to Your Interview
3. “Relocation Assistance to Displaced Homeowner Occupants” - (HUD-1044-CPD)
4. “Relocation Assistance to Tenants Displaced from Their Homes” – (HUD-1042-CPD)
5. Fox Point Mobile Home Park – Tenant Interview form
6. Notice of Intent – 90 Day Homeowner Occupant
7. Notice of Eligibility – Appendix 6 – HUD Handbook 1378 (guideform)
8. Claim for Replacement Housing Payment for 90-Day Homeowner-Occupant
(49 CFR 24.401 – HUD form 40057 – June 2016)
9. Claim for Rental Assistance or Down Payment Assistance
(49 CFR 24.402 & 24.401(f) – HUD form 40058, June 2016)
10. Residential Claim for Moving and Related Expenses
(49 CFR 24.301 & 24.302 – HUD form 40054, June 2016)
11. Waiver Valuation Acceptance

13.0 APPENDIX

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(49 CFR 24.402 & 24.401(f) – HUD form 40058, June 2016)
10. Residential Claim for Moving and Related Expenses
(49 CFR 24.301 & 24.302 – HUD form 40054, June 2016)



FOX POINT MOBILE HOME PARK RESIDENT INFORMATION MEETING

Date: Thursday, April 6, 2017

Location: Wheeling Fire Station 24
499 S. Milwaukee Avenue (2nd Floor)

Time: 7:00 pm

An informational meeting for the current and former residents of the Fox Point Mobile Home Park will be held to discuss the upcoming relocation plan. This meeting will provide information regarding the buyout of mobile home units and the relocation process for current residents and former residents.

Current and former residents of the property will receive information about their rights and benefits in accordance with the Federal Uniform Relocation Act. Staff of the Village of Wheeling and their relocation contractor, ICF International, will be on hand to answer any questions and schedule future meetings with individual families.

For additional information or any questions, please call (703) 934-3888 or email FoxPoint@icf.com.



PARQUE DE VIVIENDAS MOBILES FOX POINT REUNION INFORMATIVA PARA RESIDENTES

Fecha: Jueves, 6 de Abril, 2017

Localidad: Wheeling Fire Station 24
499 S. Milwaukee Avenue (2^{do} Piso)

Hora: 7:00 pm

Una reunión se llevará a cabo para los residentes actuales y antiguos del parque de viviendas móviles Fox Point con el fin de proveer información acerca del plan de reubicación. Esta reunión proporcionará información sobre la compra de las viviendas móviles y el proceso de reubicación de residentes actuales y ex-residentes.

Residentes actuales así como también ex-residentes de la propiedad recibirán información sobre sus derechos y beneficios de acuerdo con la Ley Federal de Reubicación Uniforme. El personal de la aldea de Wheeling y su contratista de reubicación, ICF International, estarán disponibles para dar respuesta a cualquier pregunta y programar futuras reuniones con familias de una forma individual.

Para información adicional, o si tiene alguna pregunta, favor de llamar al (703) 934-3888 o envíe un correo electrónico a FoxPoint@icf.com.



**NOTICE TO HOMEOWNER
FOX POINT MOBILE HOME RESIDENT**

(Date)

(Name of Resident)

(Street Address)

(Town, State, ZIP)

Dear _____:

The Village of Wheeling has completed the purchase the Fox Point Mobile Home Park to address the repetitive flooding from the Des Plaines River that has impacted residents. Specifically, as the result of the flooding that occurred in April of 2013, a disaster declaration by the President of the United States was issued. The Village, working with Cook County, has been approved to receive Federal Community Development Block Grant Disaster Recovery to purchase the remaining mobile homes, assist with relocation and moving of existing residents and also assist those residents who needed to move from the property due to the flooding.

The purpose of this **Notice of Intent** is to inform you of your rights under the Federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). Enclosed is a HUD brochure entitled "When a Public Agency Acquires Your Property". This brochure provides useful information about the public acquisition of your mobile home, along with other relocation assistance under the URA.

Under the URA, if you currently reside at Fox Point Mobile Home Park, you have the right to receive market value for your mobile home. Additionally, if you have moved from the property, but your mobile home remains at Fox Point Mobile Home Park, you also have the right to receive market value for your mobile home. The relocation assistance as required under the URA will also assist with moving expenses and site or pad rental assistance, if you relocate to another comparable mobile home community.

For those households who have moved from the property, the Robert T. Stafford Act provides that "notwithstanding any provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by the URA". If you have moved and your unit no longer exists, you also have the right to receive URA relocation assistance, as set forth by the Stafford Act.

Representatives from the Village of Wheeling will be contacting you directly to set up an appointment to review your individual needs and requirements, and further explain your rights and benefits under the URA.

If you have any questions regarding this notice, please contact Kevin Roddy, ICF Relocation Contractor at 703-934-3888 or by email at XXXXXX@icf.com

Sincerely,

Andrew C. Jennings
Director of Community Development

Enclosure: HUD Brochure – “When a Public Agency Acquires Your Property”

(NOTE: Pursuant of Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)



NOTIFICACION A PROPIETARIOS
RESIDENTES DE VIVIENDAS MOVILES FOX POINT
27 DE MARZO, 2017

Estimado _____:

La aldea de Wheeling ha concluido la compra del parque de viviendas móviles Fox Point a fin de resolver las repetidas inundaciones provocadas por el rio Des Plaines las cuales han impactado a los residentes. Específicamente, el Presidente de los Estados Unidos emitió una declaración de desastre como resultado de las inundaciones ocurridas en abril del 2013. La aldea, en colaboración con el Condado de Cook, ha sido aprobada para recibir fondos federales destinados al Desarrollo Comunitario y Recuperación de Desastre para comprar las viviendas móviles restantes, y proveer asistencia con la reubicación y mudanza de residentes actuales como también a los residentes que ya se han mudado fuera de la propiedad por causa de las inundaciones.

El propósito de esta **notificación** es informarle acerca de sus derechos bajo la Ley Federal conocida como la Ley Uniforme de Asistencia de Reubicación y Acciones de Adquisición de Bienes Raíces (URA). Adjunto está un folleto de HUD titulado "Cuando una agencia pública adquiere su propiedad". Este folleto proporciona información útil sobre la adquisición pública de su vivienda móvil, junto con otras ayudas de reubicación bajo la URA.

Bajo la URA, si actualmente reside en el parque de viviendas móviles Fox Point, tiene derecho a recibir valor de mercado para su vivienda móvil. Además, si se ha mudado de la propiedad, pero su vivienda móvil permanece en el parque de viviendas móviles Fox Point, también tiene derecho a recibir valor de mercado por su vivienda móvil. La asistencia de reubicación según lo requerido por la URA también ayudará con gastos de mudanza asistencia de alquiler de sitio o terreno, si se traslada a otra comunidad similar de viviendas móviles.

Para viviendas que ya se han mudado de la propiedad, la Ley Robert T. Stafford establece que "a pesar de cualquier disposición de la ley, a ninguna persona elegible para cualquier tipo de pago de vivienda de reemplazo bajo la URA se le negará dicha elegibilidad como resultado de su inhabilidad, debido a un desastre mayor determinado por el Presidente, cumplir con los requisitos de ocupación establecidos por la URA". Si usted se ha mudado y su unidad ya no existe, también tiene el derecho de recibir asistencia de reubicación bajo la URA, según lo establecido por la Ley Stafford.

La aldea de Wheeling ha contratado una empresa llamada ICF International que se especializa en ayudar a los residentes con la reubicación. ICF se pondrá en contacto con usted directamente para establecer una cita para revisar sus necesidades individuales y los requisitos, además explicar más sobre sus derechos y beneficios bajo la URA.

Si tiene preguntas acerca de esta notificación, favor contactar a Kevin Roddy, Contratista de Reubicación con ICF al (703) 934-3888 o por correo electrónico a FoxPoint@icf.com.

Sinceramente,

Andrew C. Jennings
Director de Desarrollo Comunitario

Adjunto: HUD Folleto– “Cuando una agencia pública adquiere su propiedad”

(NOTA: De conformidad con la Ley Pública 105-117, extranjeros que no residen legalmente en los estados unidos, no son elegibles para asistencia de reubicación a menos que dicha inelegibilidad resultara en dificultades excepcionales para un cónyuge, padre o hijo calificado. Todas las personas que busquen asistencia de reubicación deberán certificar que son ciudadanos o nacionales o un extranjero legalmente presente en los Estados Unidos.)

CUANDO UNA AGENCIA PÚBLICA ADQUIERE SU PROPIEDAD

Introducción

Este folleto describe aspectos importantes de la Ley de Política Uniforme de Asistencia para la Reubicación y Adquisición de Propiedades Inmuebles de 1970 y sus reformas (URA, siglas en inglés) y brinda información general acerca de la adquisición pública de bienes inmuebles (bienes raíces) que debería serle útil.

La mayoría de las adquisiciones de bienes inmuebles por una agencia pública para un proyecto federal o un proyecto en el cual se utilizan fondos federales están cubiertas por la URA. Si se le notifica que su propiedad será adquirida para un proyecto como éste, es importante que conozca sus derechos según esta ley importante.

Es posible que este folleto no conteste todas las preguntas que usted pueda tener. Si tiene más preguntas acerca de la adquisición de su propiedad, póngase en contacto con la Agencia responsable del proyecto. Haga sus preguntas antes de vender su propiedad. Después de eso, podrá ser demasiado tarde.

Preguntas Generales

¿Qué derecho tiene cualquier agencia pública a adquirir mi propiedad?

El Gobierno Federal y cualquier gobierno estatal tienen ciertas facultades que son necesarias para que funcionen eficazmente. Por ejemplo, tienen la facultad para establecer impuestos y la facultad para mantener el orden. Otra facultad gubernamental es la facultad para adquirir propiedad privada para fines públicos. A esto se le conoce como la facultad de dominio eminente.

Sin embargo, los derechos de cada uno de nosotros están protegidos por la Quinta y Decimacuarta Enmiendas de la Constitución de los Estados Unidos y por constituciones y leyes de dominio eminente estatales que garantizan que si una agencia pública toma propiedad privada debe pagar "indemnización justa" al propietario. La URA proporciona protecciones adicionales, según se explica en este folleto.

¿Quién tomó la decisión de comprar mi propiedad?

Normalmente, muchas personas y muchas determinaciones están envueltas en la decisión de adquirir una propiedad para un proyecto público. La determinación definitiva de seguir adelante con el proyecto se toma solamente después de un análisis exhaustivo, el cual

podrá incluir audiencias públicas para obtener las opiniones de ciudadanos interesados. Si tiene cualquier pregunta acerca del proyecto o la selección de su propiedad para la adquisición, debe preguntarle a un representante de la Agencia responsable del proyecto.

¿Cómo determinará la Agencia cuánto ofrecerme por mi propiedad?

Antes de hacerle una oferta, la Agencia obtendrá por lo menos un avalúo de su propiedad realizado por un tasador de bienes inmuebles competente que esté familiarizado con los valores de propiedad locales. El tasador inspeccionará su propiedad y preparará un informe que incluye su opinión profesional sobre su valor justo en el mercado actual. Después de que el tasador haya completado su trabajo, un tasador de revisión examinará el informe sobre el avalúo para asegurar que el estimado sea justo y que el trabajo se conforme a las normas de avalúo profesional.

La Agencia debe ofrecerle "indemnización justa" por su propiedad. Esta cantidad no puede ser inferior al valor justo en el mercado avaluado de la propiedad. La "indemnización justa" para su propiedad no toma en cuenta sus necesidades de reubicación. Si usted es elegible para la asistencia para la reubicación, la misma será adicional.

¿Qué es el valor justo en el mercado?

El valor justo en el mercado se define a veces como aquella cantidad de dinero que, probablemente, se pagaría por una propiedad en una venta entre un vendedor dispuesto, quien no tiene que vender y un comprador dispuesto, quien no tiene que comprar. En algunas áreas, se podrá utilizar un término o definición diferente.

Por lo general, se considera que el valor justo en el mercado de una propiedad es "indemnización justa". El valor justo en el mercado no toma en cuenta elementos intangibles, tales como el valor sentimental, el crédito mercantil (good will), las ganancias de los negocios o cualquier valor especial que su propiedad pueda tener para usted o para la Agencia.

¿Cómo determina el tasador el valor justo en el mercado de mi propiedad?

Cada parcela de bienes inmuebles es diferente y, por lo tanto, no se puede idear una sola fórmula determinada para avaluar todas las propiedades. Los siguientes son algunos de los factores que el tasador considera típicamente al estimar el valor de bienes inmuebles:

- Cómo se compara la propiedad con propiedades similares en el área que se han vendido recientemente.
- Cuántos ingresos de alquiler podría producir.

- Cuánto costaría reproducir los edificios y otras estructuras, menos cualquier depreciación.

¿Tendré la oportunidad de hablar con el tasador?

Sí. A usted se le contactará y se le dará la oportunidad de acompañar al tasador cuando haga la inspección de su propiedad. En esa oportunidad, usted podrá informarle al tasador de cualquier característica especial que, a juicio suyo, podría aumentar el valor de su propiedad. Le conviene a usted suministrarle al tasador toda la información útil que pueda para asegurar que se tome en cuenta todo lo que tenga valor permisible. Si no puede reunirse con el tasador, quizás querrá que una persona que esté familiarizada con su propiedad lo represente.

¿Cuándo recibiré una oferta de compra por escrito?

Por lo general, esto dependerá de la cantidad de trabajo que se requiere para avaluar su propiedad. Tratándose de una casa típica para una sola familia, normalmente, es posible hacer una oferta de compra por escrito dentro de 45 a 60 días desde la fecha en la que se selecciona a un tasador para avaluar la propiedad.

Sin demora alguna después de que el avalúo haya sido revisado (y se hayan obtenido cualesquiera correcciones necesarias), la Agencia determinará la indemnización justa y le dará a usted una oferta de compra por escrito por esa cantidad, junto con una "declaración de resumen", explicando la base para la oferta. No se deberán celebrar negociaciones antes de que usted reciba la oferta de compra por escrito y la declaración de resumen.

¿Qué es la declaración de resumen de la base para la oferta de indemnización justa?

La declaración de resumen de la base para la oferta de indemnización justa incluirá:

- Una descripción exacta de la propiedad y el interés en la propiedad a ser adquirida.
- Una declaración de la cantidad ofrecida como indemnización justa. (Si se adquirirá sólo parte de la propiedad, se declararán por separado la indemnización para la parte que se adquirirá y la indemnización por daños, si los hubiere, a la parte restante.)
- Una lista de los edificios y otras mejoras cubiertas por la oferta. (Si hay un interés mantenido por separado en la propiedad que no le pertenece a usted y que no está cubierto por la oferta (por ej., una mejora que le pertenece a un inquilino), el mismo se identificará como tal.)

¿Estoy obligado a aceptar la oferta de la Agencia?

No. Usted tiene derecho a presentar sus pruebas en cuanto a la cantidad que, a su juicio, es el valor justo en el mercado de su propiedad y hacer sugerencias para cambiar los términos y condiciones de la oferta. La Agencia considerará sus pruebas y sugerencias.

Cuando se justifique plenamente con las pruebas de valor disponibles, se aumentará el precio de la oferta.

¿Puede representarme alguien durante las negociaciones?

Sí. Si le gustaría que un abogado u otra persona lo representara durante las negociaciones, por favor, infórmele a la Agencia. Sin embargo, la URA no exige que la Agencia pague los costos de tal representación.

Si llego a un acuerdo con la Agencia, ¿en cuánto tiempo se me pagará?

Si usted llega a un acuerdo satisfactorio para vender su propiedad y su calidad de propietario (título a la propiedad) es segura, el pago se hará en un momento aceptable mutuamente. Por lo general, esto debería ser posible dentro de 30 a 60 días después de que usted firme un contrato de compra. Si las pruebas de título obtenidas por la Agencia indican que es necesaria acción adicional para demostrar que su calidad de propietario es segura, es posible que pueda acelerar el pago ayudando a la Agencia a obtener las pruebas necesarias. (La prueba del título es básicamente un registro legal de su calidad de propietario de la propiedad. Identifica a los propietarios registrados y enumera los convenios restrictivos sobre la escritura y las hipotecas, gravámenes y otros instrumentos registrados que afectan a su calidad de propietario de la propiedad.)

¿Qué pasa si no estoy de acuerdo con la oferta de compra de la Agencia?

Si no puede llegar a un acuerdo a través de negociaciones, la Agencia podrá registrar una demanda en una corte para adquirir su propiedad a través de un proceso de dominio eminente. A los procesos de dominio eminente se les dicen a menudo expropiaciones forzosas (condemnations). Si su propiedad ha de ser adquirida por expropiación forzosa, la Agencia registrará la demanda de expropiación forzosa sin demora irrazonable.

La Agencia puede decidir no comprar su propiedad, si no se llega a un acuerdo en el precio, y encuentra otra propiedad para comprar.

¿Qué pasa después de que la Agencia expropia mi propiedad?

Se le notificará de la acción. Los procedimientos de expropiación forzosa varían y la Agencia explicará los procedimientos que se aplican en el caso suyo.

Por lo general, cuando una Agencia registra una demanda de expropiación, debe depositar con la corte (o en una cuenta de custodia) una cantidad que no sea inferior a su avalúo del valor justo en el mercado de la propiedad. Usted debe ser capaz de retirar esta cantidad, menos cualesquiera cantidades necesarias para pagar por completo cualquier hipoteca u otros gravámenes sobre la propiedad y resolver cualquier problema especial de pertenencia. El retiro de la parte del dinero que le corresponde a usted no afectará su derecho a procurar indemnización adicional por su propiedad.

Durante el proceso de expropiación forzosa, se le dará a usted una oportunidad para presentar sus pruebas en cuanto al valor de su propiedad. Por supuesto, la Agencia tendrá el mismo derecho. Después de escuchar las pruebas presentadas todas las partes, la corte determinará la cantidad de la indemnización justa.

Si esa cantidad excede la cantidad depositada por la Agencia, se le pagará la diferencia a usted, más cualquier interés que pueda disponer la ley.

Para ayudarlo a presentar sus argumentos en un proceso de expropiación forzosa, es posible que quiera emplear a un abogado y un tasador. Sin embargo, en la mayoría de los casos, los costos de estos servicios profesionales y otros costos en que incurre un propietario al presentar sus argumentos ante la corte deben ser pagados por el propietario.

¿Qué puedo hacer si no quedo satisfecho con la determinación de la corte?

Si no queda satisfecho(a) con la sentencia de la corte, usted puede registrar una apelación ante la corte de apelaciones apropiada para el área en la cual está ubicada su propiedad. Si usted está considerando una apelación, se recomienda que verifique el plazo aplicable para registrar la apelación y consulte con su abogado sobre si usted tiene una base para la apelación. La Agencia podrá también registrar una apelación si cree que la cantidad de la sentencia es demasiado alta.

¿Tendré que pagar algún costo de cierre?

Usted será responsable del pago del saldo de cualquier hipoteca y otros gravámenes sobre su propiedad. Además, si su calidad de propietario no es segura, es posible que tenga que pagar el costo de hacerla segura. Pero la Agencia es responsable de todos los costos razonables y necesarios para:

- Servicios legales típicos y otros servicios necesarios para completar la venta, los costos de inscripción, los timbres fiscales, los impuestos de transferencia y cualesquier gastos similares que son incidentales a la transferencia a la Agencia del derecho de propiedad.
- Costos de penalidades y otros cargos relativos al prepago de cualquier hipoteca registrada sobre la propiedad que se celebró de buena fe.
- Impuestos sobre bienes inmuebles que cubran el período a partir de la fecha en la que la Agencia adquiere su propiedad.

Cuando sea posible, la Agencia hará las gestiones para pagar estos costos directamente. Si usted mismo debe incurrir en cualquiera de estos gastos, se le reembolsarán a usted – normalmente al momento del cierre. Si usted descubre posteriormente otros costos que se deberían reembolsar, debe solicitar de inmediato el reembolso de la Agencia. La Agencia

le ayudará a registrar una reclamación. Por último, si usted cree que no se le reembolsó debidamente, puede apelar la decisión a la Agencia.

¿Puedo quedarme con algunos de los edificios o mejoras en mi propiedad?

Muy a menudo, la Agencia no requiere muchas o ninguna de las mejoras en la propiedad. Esto podría incluir tales artículos como una repisa de chimenea, sus arbustos favoritos o incluso una casa entera. Si desea quedarse con cualquier mejora, por favor, infórmele a la Agencia tan pronto como sea posible.

Si hace las gestiones para quedarse con cualquier mejora, la Agencia deducirá sólo su valor de recuperación al precio de compra que usted recibiría de no ser por la mejora. (El valor de recuperación de un artículo es su precio de venta probable si se ofrece para la venta, a condición de que el comprador lo retire a sus propias expensas). Por supuesto, si usted hace las gestiones para quedarse con cualquier mejora de bienes inmuebles, usted no será elegible para recibir un pago por reubicación por el costo de mudarlo a una ubicación nueva.

¿Puede la Agencia tomar sólo parte de mi propiedad?

Sí. Sin embargo, si la compra de sólo parte de su propiedad reduce el valor de la(s) parte(s) que queda(n), a usted se le pagará por la pérdida en valor. Además, si cualquier parte que queda tendría poca o ninguna utilidad o valor para usted, la Agencia ofrecerá comprarle a usted esa parte que queda.

En ocasiones, un proyecto público aumentará el valor de la parte que no es adquirida por la Agencia. Según algunas leyes de dominio eminente, la cantidad de tal aumento en valor se deduce del pago de compra que el propietario recibiría de no ser por tal aumento en el valor.

¿Tendré que pagarle renta a la Agencia después de que se adquiera mi propiedad?

Si usted se queda en la propiedad después de la adquisición, es posible que se le exija que pague una renta justa a la Agencia. Tal renta no excederá la renta en el mercado que se cobra para el uso de propiedades comparables en el área.

¿Cuándo debo mudarme?

De ser posible, se acordará una fecha mutuamente satisfactoria para la mudanza. A menos que haya una necesidad urgente para su propiedad (por ej., su ocupación presentaría una emergencia de salud o seguridad), no se le exigirá que se mude sin un aviso con por lo menos 90 días de anticipación.

Si usted llega a un acuerdo voluntario para vender su propiedad, no tendrá que mudarse antes de que reciba el precio de compra convenido.

Si la propiedad es adquirida por expropiación forzosa, no se le puede exigir que se mude antes de que el valor justo en el mercado estimado de la propiedad haya sido depositado con la corte para que usted pueda retirar la parte que le corresponde.

Si se le está desplazando de su hogar, no se le exigirá que se mude antes de que una vivienda comparable de reemplazo se encuentre disponible para usted.

¿Recibiré asistencia para la reubicación?

El Título II de la URA exige que ciertos pagos y otra asistencia para la reubicación deben ser proporcionados a familias, individuos, negocios, granjas y organizaciones no lucrativas cuando se les desplaza o sus bienes personales deben mudarse como resultado de un proyecto que está cubierto por la URA.

La Agencia le suministrará una explicación completa de cualquier asistencia para la reubicación a la que usted pueda tener derecho. Si tiene cualquier pregunta acerca de tal asistencia, por favor, póngase en contacto con la Agencia. A fin de que la Agencia cumpla con sus obligaciones de reubicación con usted, usted debe mantener a la Agencia informada de sus planes.

Mi propiedad vale más ahora. ¿Debo pagar impuestos sobre las ganancias de capital con respecto al aumento?

La Publicación 544 del Internal Revenue Service (IRS) explica cómo se aplicaría el impuesto federal sobre los ingresos a una ganancia o pérdida que resulte de la venta o expropiación forzosa de bienes inmuebles o su venta bajo la amenaza de expropiación forzosa, para fines públicos. Si tiene cualquier pregunta acerca de las reglas del IRS, se recomienda que consulte sus circunstancias específicas con su asesor personal de impuestos o con la oficina local del IRS.

Soy veterano. ¿Qué pasa con mi préstamo de la Administración de Beneficios para Veteranos (VA)?

Después de que se haya pagado su préstamo hipotecario para la vivienda otorgado por la VA, a usted se le permitirá obtener otro préstamo de la VA para comprar otra propiedad. Consulte tales procedimientos con su Oficina de la Administración de Beneficios para Veteranos más cercana.

¿Es posible donar propiedad?

Sí. Usted puede donar su propiedad o vendérsela a la Agencia por menos de su valor justo en el mercado. La Agencia debe obtener un avalúo de la propiedad y ofrecer

indemnización justa por la misma, a menos que usted exima a la Agencia de estas obligaciones.

Información adicional

Si tiene más preguntas después de haber leído este folleto, póngase en contacto con la Agencia discuta sus preocupaciones con un representante de la Agencia.

Agencia:

Dirección:

Horario de oficina:

Número de teléfono:

Persona con quien se debe poner en contacto:

HUD-1041-CPD-1

Marzo 2005

(La edición previa está obsoleta)

FOX POINT MOBILE HOME DATE OF INTERVIEW:

PARK

Name:	Current Address:	
Fox Point Unit #:	Telephone No:	
Number of Bedrooms: Number of Rooms:	Current contract rent amount: \$ /month, lease provided? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Current pad rent: \$ /month, bills or receipts provided? Yes <input type="checkbox"/> No <input type="checkbox"/> Utilities: \$ /month, bills or receipts provided? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Date Occupant First Occupied This Dwelling: __/__/__	Mortgage Payment: \$ /month, receipts provided? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Real Property Taxes: \$ /year, receipts provided? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Rental Assistance: Housing Grants: Yes <input type="checkbox"/> No <input type="checkbox"/> Section 8: Yes <input type="checkbox"/> No <input type="checkbox"/> Other: Yes <input type="checkbox"/> _____ No <input type="checkbox"/>		
Month to month lease Yes <input type="checkbox"/> No <input type="checkbox"/>	Long term Lease Yes <input type="checkbox"/> No <input type="checkbox"/>	Expiration Date:

1. Complete the chart below with the name, date of birth, sex, and relationship to Head of Household (HOH) for each person who occupies this unit.

	Name	Date of Birth	Age	Sex	Relationship to Head of Household	Fulltime Student (18+)	Disabled	Child (17 or below)	Elderly (62 +)
HOH						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOTAL ANNUAL/MONTHLY GROSS INCOME: \$ _____ **Proof of Income?** **Yes**☐**No**☐

2. What is the racial group and ethnicity for each household member? We need to know this for statistical purposes.

	Name	Race	Ethnicity (Hispanic or Latino)
HOH			Yes <input type="checkbox"/> No <input type="checkbox"/>
2			Yes <input type="checkbox"/> No <input type="checkbox"/>
3			Yes <input type="checkbox"/> No <input type="checkbox"/>
4			Yes <input type="checkbox"/> No <input type="checkbox"/>

Race	
American Indian/Alaskan Native	
American Indian/Alaskan Native & Black/African American	
American Indian/Alaskan Native & White	
Asian	
Asian & White	
Black/African American	
Black/African American & White	
Native Hawaiian/Other Pacific Islander	
Other multi-racial	
Unknown	
White	

3. What language do you speak in your home? _____

4. Do you or someone in your household speak/read English? **Yes** ☐ **No** ☐

5. Is there any information that you can provide that will enable us to better serve your housing needs?
(Disability, i.e. mobility, visual or hearing impairment)

6. Do you have any pets in the household? **Yes** ☐ **No** ☐

If Yes, describe _____

7. Do you own a car? **Yes** ☐ **No** ☐

8. Do you use public transportation regularly? **Yes** ☐ **No** ☐ Type _____

9. What is your rehousing preference?

☐ Purchase another manufactured mobile home

☐ Purchase a house

☐ Rent an apartment

☐ Other _____

10. If you were to move, do you have any preference where? _____

11. Are there any issues or concerns that you would like to add regarding your current housing situation?

12. We may need to contact you again to ask additional questions:

Home Phone: _____ Work Phone: _____

Email Address: _____

APPLICANT CERTIFICATION

I certify that the information provided in this questionnaire is true and accurate to the best of my/our ability. I understand that if this information is not correct, it may affect the amount of any grant I may receive.

Name (Typed or Printed)	Resident Signature	Date
Name (Typed or Printed)	Resident Signature	Date

WARNING: The information provided on this form is subject to verification by the Village of Wheeling and the Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.

SURVEYORS USE ONLY:

Name: _____ Date Surveyed: _____

Overcrowded: Yes ____ No __ Obvious Health & Safety Conditions: Yes ____ No ____

Comments _____

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Attempts:

Date _____

Time

Comment

1st

2nd

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3rd

Call: _____

Reschedule: _____

**RELOCATION ASSISTANCE
TO TENANTS DISPLACED
FROM THEIR HOMES**

**U.S. Department of Housing
and Urban Development**
Office of Community Planning
and Development

www.hud.gov/relocation

Introduction

This booklet describes the relocation payments and other relocation assistance provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) to tenants displaced from their homes. This includes any family or individual that must move as a direct result of rehabilitation, demolition or acquisition for a project in which Federal funds are used.

If you are notified that you will be displaced, it is important that you **do not move** before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). **All** persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

This booklet may not answer all of your questions. If you have more questions about your relocation, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you move. Afterwards, it may be too late.

Summary of Relocation Assistance

As an eligible tenant displaced from your home, you will be offered the following advisory and financial assistance:

- **Advisory Services.** This includes referrals to comparable and suitable replacement homes, the inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.
- **Payment for Moving Expenses.** You may choose either a:
 - * **Payment for Your Actual Reasonable Moving and Related Expenses, or**
 - * **Fixed Moving Expense and Dislocation Allowance, or**
 - * **A combination of both, based on circumstances.**
- **Replacement Housing Assistance.** To enable you to rent, or if you prefer, buy a comparable or suitable replacement home, you may choose either:

- * **Rental Assistance, or**
- * **Purchase Assistance.**

If you disagree with the Agency's decision as to the relocation assistance for which you are eligible, you may appeal that decision.

General Questions

How Will I Know I Am Eligible For Relocation Assistance?

You should receive a written notice explaining your eligibility for relocation assistance. You should not move before receiving that notice. If you do, you may not receive relocation assistance.

How Will The Agency Know How Much Help I Need?

You will be contacted at an early date and personally interviewed by a representative of the Agency to determine your relocation needs and preferences for replacement housing and advisory services. The interviewer will ask certain questions about you and other members of your household, including questions about your income. It is to your advantage to provide the information so that the Agency can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

How Soon Will I Have To Move?

If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice of (1) at least one "comparable replacement home" that is available to you and (2) the earliest date by which you must move.

What Is A Comparable Replacement Home?

A comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to (and equal or better than) your present home.
- Actually available for you to rent.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present home.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.

What is Decent, Safe, and Sanitary Housing?

Decent, safe, and sanitary housing is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weathertight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator (if you were displaced from a housekeeping unit).
- Has a separate, complete bathroom with hot and cold running water.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Meets standards protecting occupants from lead-based paint hazards.
- If you are person with a physical disability, is free of any barriers which would preclude your reasonable use of the unit.

Will The Agency Help Me Find A Replacement Home?

Yes. You will be provided with referrals to housing that has been inspected to ensure that it meets established standards. If possible, you will be referred to at least three comparable replacement homes. The maximum financial assistance for which you may qualify will be based on the cost of the most representative comparable replacement home that is available to you. Promptly after you become eligible for relocation assistance, the Agency will inform you of such unit and the maximum payment available.

Once the Agency representative has a clear understanding of your needs and preferences, he or she will work with you to assure that you are given the best possible choice of housing. The Agency will offer you appropriate transportation to inspect these units.

If you would like to move to government-owned housing or obtain a Housing Choice Voucher (HCV) let the Agency representative know of your interest. Generally, an eligible displaced person receives preference for such long term housing assistance. You will be given assistance in completing any required application forms.

What If I Find My Own Replacement Housing?

You have every right to find your own replacement housing. However, before you rent or buy, ask the Agency to inspect the unit to make sure that it is decent, safe, and sanitary. If the housing unit is not decent, safe, and sanitary, you will not receive a replacement housing payment.

What If I Encounter A Problem In Obtaining Housing Of My Choice?

If you encounter a problem in buying or renting housing of your choice, notify the Agency immediately. The Agency will look into the matter and try to resolve it. You will receive this help whether you were referred to the housing unit or found it yourself.

If you are unable to buy or rent a housing unit because of discriminatory practices on the part of a real estate broker, rental agent, lender, or a property owner, the Agency will help you file a formal housing discrimination complaint with the U.S. Department of Housing and Urban Development or the appropriate State or local fair housing agency.

What Other Services Will I Receive?

In addition to help in obtaining a comparable replacement home, other assistance, as necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance. The range of services depends on the needs of the person being displaced. You should ask the Agency representative to tell you about the specific services that will be available to help you and your family.

What Is a Payment For Actual Reasonable Moving and Related Expenses?

You may choose to receive a relocation payment to cover the reasonable cost of your move. If you choose a Payment For Actual Reasonable Moving And Related Expenses, you may include in your claim the reasonable and necessary costs for:

- Transportation for you and your family.
- Packing, moving and unpacking your household goods.
- Disconnecting and reconnecting household appliances and other personal property (e.g., telephone and cable TV).
- Storage of household goods, as may be necessary.
- Insurance for the replacement value of your property during the move and necessary storage.
- The replacement value of property lost, stolen or damaged in the move (but not through your neglect) if insurance is not reasonably available.

The Agency will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur, so keep all your receipts. Select your mover with care. The Agency can help you select a reliable and reputable mover.

You may elect to pay your moving costs yourself and be repaid by the Agency or, if you prefer, you may have the Agency pay the mover. In either case, let the Agency know before you move.

What Is A Fixed Moving Expense And Dislocation Allowance?

If you choose a Fixed Moving Expense and Dislocation Allowance, you will receive an allowance which is based on the number of rooms in your home or the number of rooms

of furniture you will be moving, as shown on a schedule. The Agency has a copy of the schedule and will help you decide whether choosing this allowance is in your best interest.

If you do not have a large amount of personal property to move, this payment should be more advantageous. No special documentation is required to support your claim. You need only move your personal property and complete the appropriate claim form in order to receive your payment.

How Much Rental Assistance Will I Receive?

You may be eligible to receive Rental Assistance for a 42-month period. The assistance is computed in the following manner:

The assistance needed for one month is determined by subtracting the "base monthly rent" for your present home from the cost of rent and utilities for your new home (or a comparable replacement home, if that cost is lower). That monthly need, if any, is multiplied by 42, to determine the total amount that you will receive. This amount will be paid directly to you. The Agency must provide the assistance in monthly installments or other periodic payments. Generally, the base monthly rent for your present home is the lesser of: (1) the monthly rent and average monthly cost for utilities, or (2) thirty (30) percent of your average monthly gross household income, if you are low-income based on HUD income limits.

Examples: Let's say that the monthly rent and average cost for utilities for your present home are \$250; the monthly rent and estimated average utility costs for a comparable replacement home are \$350; and your monthly gross income is \$700. In this case your "base monthly rent" would be \$210 because you are low-income and that amount (30 percent of your income) is less than the monthly cost of rent and utilities at your present home (\$250).

- If you rent a replacement home for \$360 per month, including estimated average monthly utility charges, you will receive \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the cost for a comparable replacement home (\$350)).
- If you rent a replacement home for \$310, including estimated average monthly utility charges, you will receive \$4,200. That amount is 42 times \$100 (the difference between the "base monthly rent" for your present home (\$210) and the actual cost of your new home (\$310)).

To qualify for rental assistance, you must rent and occupy a decent, safe, and sanitary home within one year after the date you move. However, the Agency will extend this period for good cause.

If I Decide to Buy, Rather Than Rent, How Much Assistance Will I Receive?

If you buy a replacement home, you may be eligible for assistance to make a down

payment equal to the amount you would receive if you rented a comparable replacement home (i.e., 42 times the amount obtained by subtracting the "base monthly rent" for your present home from the monthly rent and estimated average monthly utility costs for a comparable replacement home). A down payment assistance payment will be paid in a lump sum.

Example: Assuming the information in the prior examples, the downpayment assistance payment would be \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the monthly rent and estimated average monthly utilities cost for a comparable replacement home (\$350). The full amount of the payment must be applied to the purchase of the replacement dwelling.

Must I File A Claim To Obtain A Relocation Payment?

Yes. You must file a claim for each relocation payment. The Agency will, however, provide you with the required claim form, help you to complete it, and explain the type of documentation, if any, that you must submit in order to receive the payment.

If you must pay any relocation expenses before you move (e.g., a security deposit when you sign a lease for your new home), discuss your financial needs with the Agency. While refundable deposits are not covered by URA payments, you may be able to obtain an advance payment to meet these costs. An advance payment may be placed in "escrow" or paid directly to a contractor to ensure that the move will be completed on a timely basis.

You must file your claim within 18 months after the date you move. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, ask the Agency to extend this period.

Be careful not to confuse this 18-month period with the 12-month period within which you must rent (or buy) and occupy a replacement dwelling in order to be eligible for a replacement housing payment.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action you may take to resolve the matter.

Will I Have To Pay Rent To The Agency Before I Move?

If the Agency acquires the property in which you live, you may be required to pay a fair rent to the Agency for the period between the acquisition of the property and the date that you move. Such rent will not exceed the market rent for comparable properties in the area.

Do I Have To Pay Federal Income Taxes On My Relocation Payments?

No. Section 216 of the URA states that you need not report relocation payments as part of your gross income for Federal tax purposes. For information on State or local income taxes, you should check with the State or local income tax office in your area or with your personal

tax advisor.

What If I Don't Receive The Required Assistance. Can I Appeal?

If you disagree with the Agency's decision as to your right to relocation assistance or the amount of a payment, or the adequacy of the housing to which you have been referred, you may appeal the decision to the Agency.

The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency after you receive written notification of the Agency's determination on your claim. Your appeal must be in writing. However, if you need help, the Agency will assist you in preparing your appeal.

If you are a low- or moderate-income person and are dissatisfied with the Agency's determination on your appeal, you may have an additional right to request administrative review of that decision (e.g., by HUD or the State).

You can expect a fair decision on any appeal. However, if you are not satisfied with the final administrative decision on your appeal, you may seek review of the matter by the courts.

I Have More Questions. Who Will Answer Them?

If you have further questions after reading this booklet, contact the Agency and discuss your concerns with an Agency representative.

Agency :

Address:

Office Hours:

Telephone No.:

Person to Contact:

**RELOCATION ASSISTANCE
TO DISPLACED HOMEOWNER
OCCUPANTS**

www.hud.gov/relocation

**U. S. Department of Housing
and Urban Development**
Office of Community Planning
and Development

(Form has been revised. See last page.)

Introduction

This booklet describes the relocation payments and other relocation assistance provided under the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA)** to most homeowners whose home is acquired by a public agency for a Federal project or a project in which Federal funds are used.

To be eligible for the assistance described in this booklet, you must have owned and occupied your home for at least 90 days before the Agency offered to buy it. If you have owned and occupied your home for less than 90 days, you may still be eligible for relocation assistance, contact the Agency for additional information.

If you are notified that your home will be acquired and you will be displaced, it is important that you do not move before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

This booklet may not answer all of your questions. If you have more questions, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you move. Afterwards, it may be too late.

Summary of Relocation Assistance

As an eligible displaced homeowner occupant, you will be offered the following advisory and financial assistance:

Advisory Services. This includes referrals to comparable replacement homes, the inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.

- **Payment for Moving Expenses.** You may choose either a:
 - ❖ **Payment for Your Actual Reasonable Moving and Related Expenses, or**
 - ❖ **A Fixed Moving Payment, or**
 - ❖ **A combination of both, based on circumstances.**
- **Replacement Housing Payment.** To enable you to buy or, if you prefer, rent a comparable replacement home, you may choose either:
 - ❖ **Purchase Assistance, or**
 - ❖ **Rental Assistance.**

If you disagree with the Agency's decision as to the relocation assistance for which you are eligible, you may appeal that decision.

General Questions

Will I Be Paid For My Property Before I Have To Move?

If you reach an agreement to sell your property to the Agency, you will not be required to move before you receive the agreed purchase price. If the property is acquired through an eminent domain proceeding, you cannot be required to move before the estimated fair market value of the property has been deposited with the court. (You should be able to withdraw this amount immediately, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.)

Will I Have To Pay Rent To The Agency Before I Move?

You may be required to pay a fair rent to the Agency for the period between the acquisition of your property and the date that you move. The rent will not exceed that charged for the use of comparable properties.

How Will I Know I Am Eligible For Relocation Assistance?

You should receive a written notice explaining your eligibility for relocation assistance. You will become eligible for relocation assistance on the date you receive the Agency's written offer of "just compensation" to purchase your home. You should not move before receiving that purchase offer. If you do, you may not receive relocation assistance. For information about the acquisition of your home, ask the Agency for a copy of the booklet, "When a Public Agency Acquires Your Property."

How Will The Agency Know How Much Help I Need?

You will be contacted at an early date and personally interviewed by a representative of the Agency to determine your relocation needs and preferences for replacement housing and advisory services. The interviewer will ask certain questions about you and other members of your household. It is to your advantage to provide the information so that the Agency can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

How Soon Will I Have To Move?

If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice of (1) at least one "comparable replacement home" that is available to you and (2) the earliest date by which you must move.

What Is A Comparable Replacement Home?

A comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to your present home.
- Actually available for you to buy.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present home.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.

What is Decent, Safe, and Sanitary Housing?

Decent, safe, and sanitary housing is housing that:

- Meets local housing and occupancy requirements.

Additionally, it is housing that:

- Is structurally sound, weather tight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
- Has a separate, complete bathroom with hot and cold running water and sewage system.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Is free of any barriers that would preclude your reasonable use of the unit, if you are

a person with a physical disability.

Will The Agency Help Me Find A Replacement Home?

Yes. You will be provided with referrals to comparable replacement housing. If possible, you will be referred to at least three comparable replacement homes. The maximum financial assistance for which you may qualify will be based on the cost of the most representative comparable replacement home that is available to you. When the Agency gives you its initial written purchase offer, it will typically inform you at that time, or shortly thereafter, of your eligibility for relocation assistance, identifying the most comparable replacement home and explain the maximum amount of relocation assistance available to you.

Once the Agency representative has a clear understanding of your needs and preferences, he or she will work with you to assure that you are given the best possible choice of housing and offer you transportation to inspect these units.

If there is a mortgage on your present home, the Agency will refer you to lenders that can provide mortgage financing for your new home. If the money paid for your old home is applied to the purchase of your new home, there should not be any increase in the number or amount of your monthly payments for mortgage interest and principal.

What If I Find My Own Replacement Housing?

You have every right to find your own replacement housing. However, before you buy or rent, ask the Agency to inspect the unit to make sure that it is decent, safe, and sanitary. If the housing unit is not decent, safe, and sanitary, you will not receive a replacement housing payment.

What If I Encounter A Problem In Obtaining Housing Of My Choice?

If you encounter a problem in buying or renting housing of your choice, notify the Agency immediately. The Agency will look into the matter and try to resolve it. You will receive this help whether you were referred to the housing unit or found it yourself.

If you are unable to buy or rent a housing unit because of discriminatory practices on the part of a real estate broker, rental agent, lender, or a property owner, the Agency will help you file a formal housing discrimination complaint with the U.S. Department of Housing and Urban Development or the appropriate State or local fair housing agency.

What Other Services Will I Receive?

In addition to help in obtaining a comparable replacement home, other assistance, as necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide

services concerning housing financing, employment, health, welfare, or legal assistance. The range of services depends on the needs of the person being displaced. You should ask the Agency representative to tell you about the specific services that will be available to help you and your family.

What Is a Payment For Actual Reasonable Moving And Related Expenses?

You are entitled to a relocation payment to cover the actual reasonable cost of your move. If you choose a Payment For Actual Reasonable Moving And Related Expenses, you may include in your claim the reasonable costs for:

- Transportation for you and your family.
- Packing, moving and unpacking your household goods.
- Disconnecting and reconnecting household appliances and other personal property (e.g., telephone and cable TV).
- Storage of household goods, as may be necessary.
- Insurance for the replacement value of your property during the move and necessary storage.
- The replacement value of property lost, stolen or damaged in the move (but not through your neglect) if insurance is not reasonably available.

The Agency will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur, so keep all your receipts. Select your mover with care. The Agency can help you select a reliable and reputable mover.

You may elect to pay your moving costs yourself and be repaid by the Agency or, if you prefer, you may have the Agency pay the mover. In either case, let the Agency know before you move.

What Is A Fixed Moving Payment?

If you choose a Fixed Moving Payment, you will receive a payment based on the number of rooms of furniture you will be moving, as shown on the Fixed Residential Moving Cost Schedule. The Agency has a copy of the schedule and will help you decide whether choosing this payment is in your best interest.

If you do not have an unusually large amount of personal property to move and are capable of moving yourself, this payment should be more advantageous to you. No special documentation is required to support your claim. You need only move your personal property and complete the appropriate claim form in order to receive your payment.

I Want To Buy Another Home. How Much Purchase Assistance Will I Receive?

To help you buy a comparable replacement home, you will receive Purchase Assistance

equal to the sum of the following three costs:

- **Purchase Price Differential.** If the cost of replacement housing exceeds the amount the Agency pays for your present home, you may be eligible for a payment to cover the difference. The Agency will inform you in writing of the location and cost of comparable replacement housing (and explain the basis of its determination) so that you will know in advance how much assistance you may receive. That information should help you decide how much you wish to pay for replacement housing.

You are free to purchase any decent, safe and sanitary housing unit of your choice. If the purchase price is less than the cost of a comparable replacement home, the payment will be limited to the actual difference. If it exceeds the cost of a comparable replacement home, the payment will be based on the cost of a comparable home.

Examples: Let's say that the Agency pays \$120,000 to purchase your home and that a comparable replacement home costs \$130,000.

- ❖ If you pay \$129,000 for a replacement home, you would receive a \$9,000 differential payment (the difference between the Agency's payment for the acquisition of your home and the cost of your replacement home).
 - ❖ If you pay \$132,000 for the replacement home, you would receive a \$10,000 differential payment (the difference between the Agency's acquisition payment and the cost of the comparable replacement home).
- **Mortgage Interest Differential Payment.** This amount covers the "present value" of the additional costs required to finance the purchase of a replacement home that result if the interest rate you must pay for a new mortgage is higher than the interest rate on the mortgage on your present home. It also covers other debt service costs. The payment is based on the lesser of: the mortgage balance on your present home or your new mortgage amount. To be eligible, the mortgage on your home must have been a valid lien for at least 180 days before the Agency's initial written purchase offer for your home.

You should provide the Agency with a copy of your mortgage(s) as soon as possible. Based on that information and the prevailing terms and conditions of new mortgage financing, the Agency will compute the approximate mortgage interest differential payment for which you will be eligible, inform you of that amount and explain the conditions on which it is based. The payment will be made available with the purchase price differential in a timely manner to reduce the amount you must borrow to buy your new home.

- **Incidental Expenses.** This amount covers those extra costs typically charged when one buys real property, such as the cost of preparing the deed and recording fees;

the cost of title insurance, revenue stamps and transfer taxes (not to exceed the cost for comparable replacement housing); loan application, loan origination and appraisal fees; the cost of a credit report; and for other costs such as certification of structural soundness, home inspection and termite inspection. It does not cover prepaid expenses, such as property taxes and insurance.

Remember, your total replacement housing payment is the sum of the purchase price differential, mortgage interest differential, and incidental expenses.

To qualify for the payment, you must purchase and occupy a decent, safe and sanitary replacement home within one year after the later of: the date you move or the date you receive the final payment for the acquisition of your present home. However, the Agency will extend this period for good cause.

If I Decide To Rent, Rather Than Buy, Another Home, How Much Assistance Will I Receive?

If you decide to rent rather than buy a replacement home, you may be eligible to receive **Rental Assistance**. The assistance covers a 42-month period and is computed in the following manner.

The assistance needed for one month is based on the difference between the market rent for your present home (including utilities), as determined by the agency, compared to a comparable rental dwelling available on the market (including utilities). That monthly need, if any, is multiplied by 42 to determine the total amount that you will receive. This amount will be paid directly to you in monthly installments or other periodic payments.

Examples: Let's say that the monthly "market rent" and average cost for utilities for your present home are \$250 and the monthly rent and estimated average utility costs for a comparable replacement home are \$350.

- ❖ If you rent a replacement home for \$360 per month, including estimated utility charges, you will receive \$4,200. That amount is 42 times \$100 (the difference between the market rent for your present home (\$250) and the cost for a comparable replacement home (\$350)).
- ❖ If you rent a replacement home for \$310, including estimated average monthly utility charges, you will receive \$2,520. That amount is 42 times \$60 (the difference between the "base monthly rent" for your present home (\$250) and the actual cost of your new home (\$310)).

To qualify for rental assistance, you must rent and occupy a decent, safe, and sanitary home within one year after the later of: the date you move or the date you receive the final payment for the acquisition of your present home. However, the Agency will extend this period for good cause. The amount of rental assistance cannot exceed the

computed purchase price differential.

Must I File A Claim To Obtain A Relocation Payment?

Yes. You must file a claim for each relocation payment. The Agency will provide you with the required claim forms, help you to complete them, and explain the type of

documentation, if any, that you must submit in order to receive your relocation payments.

If you must pay any relocation expenses before you move (e.g., a deposit when you contract for the purchase of a new home), discuss your financial needs with the Agency. You will be able to obtain an advance payment to meet these costs. An advance payment to purchase a home may be placed in "escrow." An advance payment for moving expenses may be paid directly to the moving contractor to ensure that the move will be completed on a timely basis.

You must file your claim within 18 months after the date you move or receive the final payment for the acquisition of your present home. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, ask the Agency to extend this period.

Be careful not to confuse this 18-month period with the 12-month period within which you must buy or rent and occupy a replacement dwelling in order to be eligible for a replacement housing payment.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action you may take to resolve the matter.

Do I Have To Pay Federal Income Taxes On My Relocation Payments?

No. Section 216 of the URA states that you need not report relocation payments as part of your gross income for Federal tax purposes. For information on State or local income taxes, you should check with the State or local income tax office in your area or with your personal tax advisor.

What If I Don't Receive The Required Assistance. Can I Appeal?

If you disagree with the Agency's decision as to your right to relocation assistance or the amount of a payment, or the adequacy of the housing to which you have been referred, you may appeal the decision to the Agency.

The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency. Your appeal must be in writing. However, if

you need help, the Agency will assist you in preparing your appeal.

If you are a low- or moderate-income person and are dissatisfied with the Agency's determination on your appeal, you may have an additional right to request administrative review of that decision (e.g., by HUD or the State). The Agency will explain whether this option is available.

You can expect a fair decision on any appeal. However, if you are not satisfied with the final administrative decision on your appeal, you may seek review of the matter by the courts.

I Have More Questions. Who Will Answer Them?

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with an Agency representative.

Agency:

Address:

Office Hours:

Telephone Number:

Person to Contact:

(NOTE: Updated to incorporate MAP-21 statutory changes to the URA effective on 10/01/2014. Please note the current URA regulations of 49 CFR part 24 will be revised in a future URA rule making to reflect MAP-21 changes. For additional information on MAP-21 changes to the URA for HUD programs, refer to HUD Notice CPD-14-09 at the following website: <http://portal.hud.gov/hudportal/documents/huddoc?id=14-09cpdn.pdf>.)

Residential Claim for Moving and Related Expenses

(49 CFR 24.301 and 24.302)

See page 2 for Public Reporting Burden and Privacy Act Statements before completing this form

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0016
(exp. 4/30/2018)

For Agency Use Only	Name of Agency	Project Name or Number	Case Number
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Instructions: This claim form is for the use of families and individuals applying for payment of residential moving and related expenses under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). You may be eligible to apply for either (1) a fixed payment (see 24.302), or (2) payment for actual reasonable moving costs and related expenses (see 24.301), or (3) in some cases, a payment based on a combination of moving options (contact Agency). All claims for actual expenses must be supported by receipts or other acceptable evidence. The Agency will explain the differences between the types of moving options and will help you complete this form. HUD provides information on these requirements and other guidance materials on its website at www.hud.gov/relocation. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal. All claims for payments must be filed no later than 18 months from the date of displacement (see 24.207(d)).

1. Your Name(s) (You are the Claimant(s)) and Present Mailing Address	1a. Telephone Number(s)
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2. Have All Members of the Household Moved to the Same Dwelling? ☐ Yes ☐ No
(If "No," list the names of all members and the addresses to which they moved in the Remarks Section.)

Dwelling	Address (include Apartment No.)	Number of Rooms of Furniture? *	Date Occupied	Date Vacated
3. Unit That You Moved From				
4. Unit That You Moved To		* Excluding bathrooms, hallways and closets.		

5. Is This a Final Claim? ☐ Yes ☐ No

6. Certification of Legal Residency in the United States (Please read instructions below before completing this section.)

Instructions: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. **The certification below must be completed in order to receive any relocation benefits.** (This certification may not have any standing with regard to applicable State laws providing relocation benefits.) **Your signature on this claim form constitutes certification.** See 49 CFR 24.208(g) & (h) for hardship exceptions.

Please address only the category (Individual or family) that describes your occupancy status. For item (2), please fill in the correct number of persons.

RESIDENTIAL HOUSEHOLDS

(1) Individual.

I certify that I am: (check one)
_____ a citizen or national of the United States
_____ an alien lawfully present in the United States.

(2) Family.

I certify that there are _____ persons in my household and that _____ are citizens or nationals of the United States and _____ are aliens lawfully present in the United States.

7. Computation of Payment (See 49 CFR 24.301 and 24.302)

Instructions: You may be eligible to apply for either (1) a fixed payment (see 24.302), or (2) payment for actual and reasonable moving costs and related expenses (see 24.301), or (3) in some cases, a payment based on a combination of moving options (see 24.301(b)). The computation table in this section provides you with the ability to compute your payment based on one or a combination of moving options depending on your eligibility and your needs and desires.

A fixed payment is used to compute a payment based on the numbers of rooms of furniture within the displacement dwelling. The Residential Fixed Moving Cost Schedule available at www.hud.gov/relocation, will provide the payment amount for the state in which the displacement occurred. (Note: for persons occupying a dormitory style room or where the move is performed by the Agency at no cost to the displaced person, the payment amount is limited to the amount specified for such moves on the Fixed Moving Cost Schedule.) If you choose to claim a fixed payment, fill in the applicable schedule amount in column 7c Line (3). In some cases, persons who plans to claim only a fixed payment may also be eligible for additional moving options to move personal property located outside the dwelling and not considered in the Fixed Moving Cost Schedule (jungle gym, hot tub, etc.) or for personal property requiring specialized moving assistance within the dwelling (piano, pool table, medical equipment, etc.). In these situations you may also be eligible for a payment based on actual costs for a commercial move and/or self move for these items. Contact the Agency for further assistance. If the Agency determines you are eligible for other moving options in addition to the fixed payment, fill in all applicable claim information requested for the type(s) of moving option specified in the table.

	7a. Commercial Move (Actual Costs) (Based on lower of 2 bids)		7b. Self Move (Actual Costs) (Not to exceed cost of commercial move)		7c. Self Move (Fixed Schedule) (See 49 CFR 24.302)	
	Claimant	Agency Use	Claimant	Agency Use	Claimant	Agency Use
(1) Moving Cost Expenses (49 CFR 24.301(g)(1-7); see page 2) (Do not include storage costs listed separately below). (For Mobile Home Owner Occupants also include 24.301(g)(8-10), if applicable.)						
(2) Storage Cost (Requires prior agency approval) (Not to exceed 12 months)						
(3) Fixed Moving Cost Schedule Amount (Based on number of rooms of furniture in Item 3). For amount see Moving Cost Schedule available at www.hud.gov/relocation .						
(4) Other (Explain in Remarks Section)						
(5) Total Amount of Claim.						
(6) Amount Previously Received, if any.						
(7) Amount Requested (Subtract line (6) from line (5))						
(8) Total Amount Requested - Combination Moves Only (add applicable columns 7(a)(7), 7(b)(7) and 7(c)(7))						

Previous versions obsolete.

Eligible Actual Residential Moving Expenses (49 CFR 24.301(g)(1-10))

- (1) Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
- (2) Packing, crating, unpacking, and uncrating of the personal property.
- (3) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.
- (4) Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
- (5) Insurance for the replacement value of the property in connection with the move and necessary storage.
- (6) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
- (7) Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Agency determines to be reasonable and necessary.
- (8) The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges.
- (9) The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
- (10) The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. This includes the time for collecting, reviewing, and reporting the data. The information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and implementing regulations at 49 CFR Part 24 and will be used for determining whether you are eligible to receive a payment for moving and related expenses and the amount of any payment. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Privacy Act Notice: This information is being used by an agency administering program services on behalf of HUD for certain HUD programs to determine whether you are eligible to receive a payment for moving and related expenses and the amount of any payment. Periodically, HUD reviews a random sample of the agency files to ensure compliance with statutory and regulatory requirements. The information requested is voluntary, you are not required by law to furnish this information, but if you do not provide it, you may not receive any payment for these expenses or it may take longer to pay you. This information is being collected under the authority of the Housing and Community Development Act of 1987, 42 U.S.C. 3543, the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et seq., and the Housing and Community Development Act of 1981, P.L. 97-35, 85 stat., 34,408. This information may be shared with Federal agencies and other agencies approved by HUD to administer or assist with services for Uniform Relocation Assistance and Real Property Acquisition Policies Act obligations.

8. **Certification By Claimant(s):** I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses by any other source. I ask that the amount on line (7) of Item 7 or line (8) of Item 7 for combination moves be paid to ☐ me ☐ the contractor(s) (as specified in the Remarks Section).

Signature(s) of Claimant(s) & Date:

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

To Be Completed by the Agency

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date (mm/dd/yyyy)
9. Recommended	\$			
10. Approved	\$			

Remarks (Attach additional sheets, if necessary)

Additional sheets attached? ☐ Yes ☐ No

Claim for Rental Assistance or Down Payment Assistance (49 CFR 24.402 and 24.401(f))

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0016
(exp. 04/30/2018)

See page 3 for Public Reporting Burden and
Privacy Act Statements before completing this form

(Form has been revised. See last page.)

For Agency Use Only	Name of Agency	Project Name or Number	Case Number
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Instructions: This claim form is for the use of families and individuals applying for rental or down payment assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and may also be used by a 90-day homeowner-occupant who chooses to rent rather than buy a replacement home. The Agency will help you complete the form. HUD also provides information on these requirements and other guidance materials on its website at www.hud.gov/relocation. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal.

Displaced persons must rent/purchase and occupy a decent, safe and sanitary replacement dwelling within one year from the date of displacement for replacement housing payment eligibility (see 24.402(a)(2)). All claims for payments must be filed no later than 18 months from the date of displacement (see 24.207(d)).

1a. Your Name(s) (You are the Claimant(s)) and Present Mailing Address	1b. Telephone Number(s)
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2a. Have all members of the household moved to the same dwelling? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No", list the names of all members and the addresses to which they moved in the Remarks Section.)	2b. Do you (or will you) receive a Federal, State, or local housing program subsidy at the dwelling you moved to? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Dwelling	Address	When Did You Rent/Buy This Unit?	When Did You Move To This Unit?	When Did You Move Out of This Unit?
3. Unit That You Moved From				
4. Unit That You Moved To				

5. Certification of Legal Residency in the United States (Please read instructions below before completing this section.)

Instructions: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. **The certification below must be completed in order to receive any relocation benefits.** (This certification may not have any standing with regard to applicable State laws providing relocation benefits.) **Your signature on this claim form constitutes certification.** See 49 CFR 24.208(g) & (h) for hardship exceptions.

Please address only the category (Individual or family) that describes your occupancy status. For item (2), please fill in the correct number of persons.

RESIDENTIAL HOUSEHOLDS

(1) Individual.

I certify that I am: (check one)

☐ a citizen or national of the United States
☐ an alien lawfully present in the United States.

(2) Family.

I certify that there are _____ persons in my household and that

_____ are citizens or nationals of the United States and _____ are aliens lawfully present in the United States.

6. Determination of Person's Financial Means (Not applicable to 90-day homeowner-occupants who choose to rent. Enter NA in Item 6(6).)	Household Income	
	Claimant (a)	For Agency Use Only (b)
(1) Total number of persons in the household (See item 5(1) or (2))		
(2) Annual Gross Household Income. (49 CFR 24.2(a)(14)). Enter name of each household member with income (include the income of persons not lawfully present in the U.S.)	\$	\$
(3) Total Gross Annual Income (Sum of entries in item 6(2))	\$	\$
(4) URA low income limit for number of persons in item 6(1). If item 6(3) is greater than item 6(4) - Family is not low-income. See 49 CFR 24.402 (b)(2)(ii)		\$
(5) Gross Monthly Income (Divide item 6(3) by 12)	\$	\$
(6) 30% of item 6(5) or "NA". (If gross annual income item 6(3) is greater than URA low income limit in item 6(4), enter "NA".)	\$	\$

7. Determination of Rent and Average Monthly Utility Costs (See 49 CFR 24.402(b))

Instructions: To compute the payment, entries on line (8) must reflect all utility services. Therefore, identify on lines (2) through (5) each utility necessary to provide electricity, gas, other heating/cooking fuels, water and sewer. In those cases where the utility service is not covered by the monthly rent, indicate the estimated out-of-pocket monthly cost. In those cases where the utility service is covered by the monthly rent, enter "IMR" (In Monthly Rent). Determine the estimated average monthly cost of a utility service by dividing the reasonable estimated yearly cost by 12. If a monthly housing program subsidy (e.g., Housing Choice Voucher/Section 8, other) has been provided, enter the applicable amount on line (7).

Monthly Cost	Unit That You Moved From (For Homeowner-Occupant, rent will be determined by the agency.)		Unit That You Moved To (Do not complete if claim is for down payment assistance.)		Comparable Replacement Dwelling
	(a) Claimant	(b) For Agency Use Only	(c) Claimant	(d) For Agency Use Only	(e) To Be Provided By Agency
(1) Rent (The monthly rental amount due under the terms and conditions of occupancy. If utilities are not included in rent, list in item 7(2) to (5))	\$	\$	\$	\$	\$
(2)					
(3)					
(4)					
(5)					
(6) Gross Monthly Rent and Utility Costs (add item 7(1) through (5))	\$	\$	\$	\$	\$
(7) Monthly Housing Subsidy, if applicable (e.g., Housing Choice Voucher/Section 8, other)	\$	\$	\$	\$	\$
(8) Net Monthly Rent and Utility Costs (subtract item 7(7) from item 7(6)) (Enter these amounts on the appropriate lines in Item 8.)	\$	\$	\$	\$	\$

8. Computation of Payment: If you are filing for down payment assistance, check this box ☐ and skip item 8(1).

	To Be Completed By Claimant (a)	For Agency Use Only (b)
(1) Monthly Rent and Average Monthly Utility Costs for Unit That You Moved To (From item 7(8), Column (c))	\$	\$
(2) Monthly Rent and Average Monthly Utility Costs for Comparable Replacement Dwelling (From item 7(8), Column (e)) (To be provided by the Agency)		
(3) Lesser of item 8(1) or (2) (If claim is for down payment assistance, enter amount from item 8(2))		
(4) Monthly Rent and Average Monthly Utility Costs for Unit That You Moved From (From item 7(8), Column (a)) (For Homeowner-Occupants who choose to rent, to be determined by the agency.)		
(5) 30% of Average Gross Monthly Household Income (From item 6(6), Column (a)). If item 6(6) is "NA", enter "NA" here.		
(6) Lesser of item 8(4) or 8(5)		
(7) Monthly Need (Subtract item 8(6) from item 8(3))		
(8) Amount of Payment Claim (Amount on item 8(7) multiplied by 42) (For a Homeowner-Occupant who elects to rent, this amount cannot exceed the difference between the acquisition cost of the displacement dwelling and the cost of a comparable replacement dwelling. See form HUD-40057, item 5(5).)	\$	\$
(9) Amount Previously Received (if any)		
(10) Amount Requested (Subtract item 8(9) from 8(8))	\$	\$

9. Certification By Claimant(s): I certify that the information on this claim form and supporting documentation is true and complete and that I have not been paid for these expenses by any other source.

Signature(s) of Claimant(s) & Date

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

To be Completed by the Agency	10. Effective date (mm/dd/yyyy) of eligibility for relocation assistance	11. Date (mm/dd/yyyy) replacement dwelling inspected and found decent, safe and sanitary	12. Date(mm/dd/yyyy) person occupied replacement dwelling
	13. Payment To Be Made In: <input type="checkbox"/> Lump Sum <input type="checkbox"/> Monthly Installments <input type="checkbox"/> Other Installments (only for down payment assistance) (specify in the Remarks Section)		
Payment Action	Amount of Payment	Signature	Name (Type or Print) Date (mm/dd/yyyy)
14. Recommended	\$		
15. Approved	\$		

Remarks

Remarks continued on a separate page? ☐ Yes ☐ No

(NOTE: Updated to incorporate MAP-21 statutory changes to the URA effective on 10/01/2014. Please note the current URA regulations of 49 CFR part 24 will be revised in a future URA rule making to reflect MAP-21 changes. For additional information on MAP-21 changes to the URA for HUD programs and projects, refer to HUD Notice CPD-14-09 at the following website: <http://portal.hud.gov/hudportal/documents/huddoc?id=14-09pdn.pdf>.)

Claim for Replacement Housing Payment for 90-Day Homeowner- Occupant (49 CFR 24.401)

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0016
(exp. 04/30/2018)

(Form has been revised. See last page)

For Agency Use Only	Name of Agency	Project Name or Number	Case Number
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Instructions. This form is for the use of families and individuals applying for a replacement housing payment under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) for a 90-day homeowner occupant who elects to buy a replacement home. A homeowner-occupant who decides to rent rather than buy should also use form HUD-40058. The Agency will help you complete this form. HUD also provides information on these requirements and other guidance materials on its website at: www.hud.gov/relocation. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal.

All claims for payment by a homeowner-occupant must be filed within 18 months after the latest of: a) the date of displacement or b) the date of final payment for the acquisition of the real property. Displaced 90-day homeowner occupants must purchase and occupy a decent, safe and sanitary replacement dwelling within 1 year after the later of: a) the date of final payment for the displaced dwelling (for condemnation, use the date just compensation deposited in court) or b) the date a comparable replacement dwelling is made available by the agency (see 24.204).

1. Your Name(s) (You are the Claimant(s)) and present Mailing Address	1a. Your Telephone Number(s)
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2. Have all members of the household moved to the same dwelling? ☐ Yes ☐ No (If "no", attach a list of the names of all members and the addresses to which they moved.)

Dwelling	Address	When did you buy this unit?	When did you move to this unit?	When did you move out of this unit?
3. Unit That You Moved From				
4. Unit That You Moved To				

5. Certification of Legal Residency in the United States (Please read instructions below before completing this section.)

Instructions: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. **The certification below must be completed in order to receive any relocation benefits.** (This certification may not have any standing with regard to applicable State laws providing relocation benefits.) **Your signature on this claim form constitutes certification.** See 49 CFR 24.208(g) & (h) for hardship exceptions.

Please address only the category (Individual or family) that describes your occupancy status. For item (2), please fill in the correct number of persons.

RESIDENTIAL HOUSEHOLDS

(1) Individual.

I certify that I am: (check one)

_____ a citizen or national of the United States

_____ an alien lawfully present in the United States.

(2) Family.

I certify that there are _____ persons in my household and that

_____ are citizens or nationals of the United States and _____ are aliens lawfully present in the United States.

6. Computation of Replacement Housing Payment (A homeowner-occupant who elects to rent should complete only items 1, 3, 4 & 5)	To Be Completed By Claimant	For Agency Use Only
(1) Purchase Price of Comparable Replacement Dwelling (To be provided by the Agency)		
(2) Purchase Price of the Dwelling You Moved To (Not applicable for owner-occupant who elects to rent)		
(3) Lesser of line 6(1) or 6(2)		
(4) Price Paid by Agency for Dwelling That You Moved From		
(5) Price Differential Amount (Subtract line 6(4) from line 6(3). If amount on line 6(4) exceeds amount on line 6(3), enter 0) This is the maximum amount for a homeowner occupant who elects to rent.		
(6) Incidental Expenses (From line 7(10))		
(7) Mortgage Buydown Payment and Other Debt Service Costs (To be determined by Agency. See instructions in Item 8)		
(8) Total Amount of Replacement Housing Payment Claim (Add lines 6(5), 6(6), and 6(7))		
(9) Amount Previously Received, if any		
(10) Amount Requested (Subtract line 6(9) from line 6(8))		

7. Incidental Expenses in Connection With Purchase of Replacement Dwelling (24.401 (e))

Instructions: Enter expenses incidental to the purchase of your new home. Do not include prepaid costs such as real estate taxes. Attach a copy of the closing statement and other receipts.

* Not to exceed the costs for a comparable replacement dwelling.

	(a) Claimant	(b) For Agency Use Only
(1) Legal, closing and related costs, including title search, preparing conveyance instruments, notary fees, preparing surveys and plats, and recording fees	\$	\$
(2) Lender, FHA or VA Application and Appraisal Fees	\$	\$
(3) Loan Origination or Assumption Fees (Not Prepaid Interest).	\$	\$
(4) Professional Home Inspection, Certification of Structural Soundness, and Termite Inspection	\$	\$
(5) Credit Report	\$	\$
(6) Owner's and mortgagee's evidence of title, e.g. title insurance *	\$	\$
(7) Escrow Agent's Fee	\$	\$
(8) State Revenue or Documentary Stamps, Sales or Transfer Taxes *	\$	\$
(9) Other Costs (specify)	\$	\$
(10) Total Incidental Expenses (Add lines 7(1) through 7(9). Enter this amount on line 6(6)).	\$	\$

8. Mortgage Buydown Payment and Other Debt Service Costs (24.401(d))

Instructions: You are entitled to compensation to cover the additional costs you must pay to finance the purchase of a replacement dwelling. The "buydown" payment covers those costs that result because the interest rate you must pay for a new mortgage is higher than the interest rate on your old mortgage. The maximum buydown payment for which you can qualify is the amount needed to reduce your new mortgage balance to the amount which can be amortized with the same periodic payments for principal and interest as those for your old mortgage. (The Agency is required to advise you of its estimate of the maximum buydown payment and the interest rate, term and amount on which it was computed. You will need to borrow that amount over that term to qualify for the full payment.) If you have more than one mortgage on either your old or new home, complete a separate Item 8(13) for each computation and include the total amount of all such computations on line 6(7). Note: A mortgage on your old home that was in effect for less than 180 days before the Agency's initial written offer of just compensation for the property cannot be used as a basis for payment. Also, if the combination of interest and points for the new mortgage exceeds the current prevailing fixed interest rate and points for conventional mortgages and there is no justification for the excessive rate, then the current prevailing fixed interest rate and points shall be used in the computations.

Part A - Information from Mortgage Documents	(a) Old Mortgage	(b) New Mortgage	(c) Lesser of Col. (a) or (b)
(1) Outstanding principal balance	\$	\$	
(2) Annual interest rate of mortgage	%	%	
(3) Number of monthly payments remaining on mortgage	Mos.	Mos.	Mos.

Part B - Computation of Payment (Use mortgage amortization table with 6 decimal places.)

(4) Monthly payment required to amortize a loan of \$1,000 in _____ months (8(3)(c)) at an annual interest rate of _____ % (8(2)(b))	\$
(5) Monthly payment required to amortize a loan of \$1,000 in _____ months (8(3)(c)) at an annual interest rate of _____ % (8(2)(a))	\$
(6) Subtract line 8(5) from line 8(4)	\$
(7) Divide line 8(6) by line 8(4) (carry to 6 decimal places)	\$
(8) Enter old mortgage balance (amount on line 8(1)(a))	\$
(9) Multiply line 8(7) by line 8(8)	\$
(10) New loan needed (subtract 8(9) from 8(8))	\$
Note: If 8(10) is less than 8(1)(b), enter amount from line 8(9) onto line 8(13) and skip lines 8(11) and 8(12)	
(11) Divide 8(1)(b) by 8(10) (carry to 6 decimal places)	\$
(12) Multiply line 8(11) by line 8(9)	\$
(13) Enter amount from 8(9) or 8(12), as appropriate (This is the mortgage buydown payment)	\$
(14) Other debt service costs (Reimbursement of purchaser's points and loan origination fees is based on the new loan needed (8(10)), or the actual new loan balance (8(1)(b)), whichever is less. Do not include seller's points or any cost included as an incidental expense in 7(12).)	\$
(15) Add lines 8(13) and 8(14). Enter this amount on 6(7).	\$

9. Certification By Claimant(s): I certify that the information on this claim form and supporting documentation is true and complete and that I have not been paid for these expenses by any other source. Signature(s) of Claimant(s) & Date

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Previous editions are obsolete

To Be Completed by Agency

10. Effective Date of Eligibility for Relocation Assistance (mm/dd/yyyy)		11. Date of Referral to Comparable Replacement Dwelling (mm/dd/yyyy)	12. Date Replacement Dwelling Inspected and Found Decent, Safe and Sanitary (mm/dd/yyyy)	
Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date (mm/dd/yyyy)
13. Recommended	\$			
14. Approved	\$			

Remarks

Public reporting burden for this collection of information is estimated to average 1.0 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and implementing regulations at 49 CFR Part 24 and will be used for determining whether you are eligible to receive a replacement housing payment for a 90-day homeowner and the amount of any payment. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Privacy Act Notice: This information is being used by an agency administering program services on behalf of HUD for certain HUD programs to determine whether you are eligible to receive a replacement housing payment for a 90-day homeowner and the amount of any payment. Periodically, HUD reviews a random sample of the agency files to ensure compliance with statutory and regulatory requirements. The information requested is voluntary, you are not required by law to furnish this information, but if you do not provide it, you may not receive any payment for these expenses, or it may take longer to pay you. This information is being collected under the authority of the Housing and Community Development Act of 1987, 42 U.S.C. 3543, the U.S. Housing Act of 1937, as amended, 42 U.S.C., et seq., and the Housing and Community Development Act of 1981, P.L. 97-35, 85 Stat., 34, 408. This information may be shared with Federal agencies and other agencies approved by HUD to administer or assist with services for Uniform Relocation Assistance and Real Property Acquisition obligations.

(NOTE: Updated to incorporate MAP-21 statutory changes to the URA effective on 10/01/2014. Please note the current URA regulations of 49 CFR part 24 will be revised in a future URA rule making to reflect MAP-21 changes. For additional information on MAP-21 changes to the URA for HUD programs and projects, refer to HUD Notice CPD-14-09 at the following website: <http://portal.hud.gov/hudportal/documents/huddoc?id=14-09cpdn.pdf>.)