

Council Bill/Resolution No. 1024-2024

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to the First Amendment to the Grant Agreement between the City of Moline and Project Now Affordable Housing, LLC, for the administration of the “Level Up” Program.

WHEREAS, the City of Moline (“City”) is a home rule municipality organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, pursuant to the Illinois Municipal Code, the City is authorized to contract and be contracted with, 65 ILCS 5/2-2-12; and

WHEREAS, the City and Project Now Affordable Housing, LLC (“Project Now”) entered in to a “Grant Agreement by and between the City of Moline and Project Now Affordable Housing, LLC” on or about September 26, 2023 (“Grant Agreement”) for the administration of the Level Up program that provides payments and ongoing case management to participating families in 2024; and

WHEREAS, Project Now and the City have identified improvements to the Grant Agreement’s scope of services that will increase participation of qualifying families in the Level Up program commensurate with the amount of funds available to program participants; and

WHEREAS, the City and Project Now have negotiated the terms of a mutually acceptable amendment to the Grant Agreement with an amended scope of services that lowers the barriers to qualification and participation in the Level Up program (“First Amendment”); and

WHEREAS, the Mayor and City Council hereby find and determine that it is in the City’s best interests to approve the First Amendment to the Grant Agreement, and that approving the amendment will advance the City’s interests and promote the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council for the City of Moline, Rock Island County, Illinois, as follows:

That the Mayor and City Clerk are hereby authorized to execute and attest to the First Amendment to the Grant Agreement between the City of Moline and Project Now Affordable Housing, LLC, for the administration of the “Level Up” Program; provided, however, that said Amendment is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

BE IT FURTHER RESOLVED THAT the foregoing recitals are incorporated as the findings of the City Council and, together with this Resolution’s exhibits, are hereby incorporated into and made a part of this Resolution.

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BE IT FURTHER RESOLVED that the Mayor, City officials and staff are authorized and directed to take all steps necessary to implement and enforce the Grant Agreement's terms, as amended by the First Amendment.

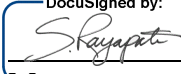
BE IT FURTHER RESOLVED that this Resolution shall be filed with the City Clerk as soon as practicable.

BE IT FURTHER RESOLVED that all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of the conflict, expressly repealed on the effective date of this resolution.

BE IT FURTHER RESOLVED that all provisions of this Resolution shall be deemed severable. In the event any provision of this Resolution, or any application thereof, shall be found invalid or unenforceable, such finding shall not affect all other provisions of this Resolution and all other lawful applications thereof.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval.

CITY OF MOLINE, ILLINOIS

DocuSigned by:


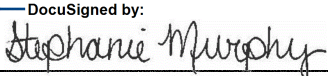
Mayor

February 13, 2024

Date

Passed: February 13, 2024

Minutes Approved: February 27, 2024

DocuSigned by:
Attest: 

19898ED80DDE406 City Clerk

FIRST AMENDMENT TO
GRANT AGREEMENT

BY AND BETWEEN

THE CITY OF MOLINE

AND

PROJECT NOW AFFORDABLE HOUSING, LLC

**418 19th Street
Rock Island, Illinois 61204**

FIRST AMENDMENT TO GRANT AGREEMENT

This **FIRST AMENDMENT TO THE GRANT AGREEMENT BY AND BETWEEN THE CITY OF MOLINE AND PROJECT NOW AFFORDABLE HOUSING, LLC** ("**First Amendment**") is dated the 16th day of February, 2024 ("**Effective Date**") and is made by and between the **CITY OF MOLINE**, an Illinois municipal corporation ("**City**") and **PROJECT NOW AFFORDABLE HOUSING, LLC**, an Illinois limited liability company ("**Grantee**"). The City and Grantee are collectively referred to as "**Parties**" and sometimes individually as "**Party**."

IN CONSIDERATION OF the recitals and the mutual covenants set forth in this Agreement, the Parties agree as follows:

Section 1. Recitals.

A. The Parties entered in to a "Grant Agreement by and between the City of Moline and Project Now Affordable Housing, LLC" on or about September 26, 2023 ("**Grant Agreement**") for the administration of the Level Up program that provides payments and ongoing case management to participating families in 2024.

B. The City and Grantee have identified improvements to the Agreement's scope of services that will increase participation of qualifying families in the Level Up program commensurate with the amount of funds available to program participants.

C. The City and Grantee have negotiated the terms of a mutually acceptable amendment to the Grant Agreement with an amended scope of services that lowers the barriers to qualification and participation in the Level Up program ("**First Amendment**").

D. The Grant Agreement allows the Parties to amend the Agreement by reducing the amendment to writing and by approval of the City's Mayor and City Council in accordance with statutory procedures. Grant Agreement, Sec. 11.E.

E. The Parties hereby find and determine that it is in their mutual best interests to approve the First Amendment to the Grant Agreement, and that approving the amendment will promote the public health, safety, and welfare.

Section 2. Amendment. The "Scope of Services" attached as Exhibit A to the Grant Agreement is hereby repealed and replaced with the "Amended Scope of Services" attached hereto as **Exhibit A** and incorporated herein by reference.

Section 3. General Provisions.

A. **Capitalized Terms; Conflict.** Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the Agreement, the terms and conditions of this First Amendment shall control.

B. **Binding Effect.** This First Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of City and the Grantee.

C. **One Agreement.** The Grant Agreement and the First Amendment shall be construed as one instrument. The terms and provisions of the Agreement not specifically modified

by this First Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this First Amendment. The terms and provisions of the Grant Agreement are incorporated herein by reference as if fully stated herein.

D. Amendments and Modifications. No modification, addition, deletion, revision, alteration, or other change to this First Amendment shall be effective unless and until such change is reduced to writing and executed and properly approved by the City's Mayor and City Council at the time such modification is intended to be effective, pursuant to all statutory procedures.

E. Final Form. This First Amendment represents the final agreement between City and Grantee and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between City and Grantee. There are no unwritten oral agreements between City and Grantee.

F. Severability. If any provision of this First Amendment is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this First Amendment shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this First Amendment shall not affect the enforceability of that provision in any other situation.

G. Interpretation. Any headings in this First Amendment are for convenience of reference only and do not define or limit its provisions. This First Amendment shall be construed without regard to the identity of the party who drafted the various provisions of this First Amendment. Moreover, each and every provision of this First Amendment shall be construed as though all Parties to this First Amendment participated equally in the drafting of this First Amendment. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this First Amendment.

H. Authority to Execute.

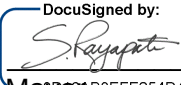
1. The City. The City hereby represents to the Grantee that the persons executing this First Amendment on its behalf have been properly authorized to do so by its Corporate Authorities.

2. The Grantee. The Grantee hereby warrants and represents to the City (i) that it has the full and complete right, power, and authority to enter into this First Amendment and to agree to the terms, provisions, and conditions set forth in this First Amendment; (ii) that all legal actions needed to authorize the execution, delivery, and performance of this First Amendment have been taken; and (iii) that neither the execution of this First Amendment nor the performance of the obligations assumed by the Grantee will (a) result in a breach or default under any agreement to which the Grantee is a party or to which it is bound, or (b) violate any statute, law, restriction, court order, or agreement to which the Grantee is subject, and to which the Grantee has actual or constructive knowledge.

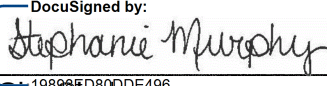
I. Counterparts. This First Amendment may be executed in multiple counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively but one instrument; but in making proof of this First Amendment, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

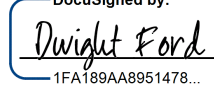
CITY OF MOLINE:

By:  _____
DocuSigned by:
Mayor

ATTEST:

By:  _____
DocuSigned by:
Stephanie Murphy
City Clerk

PROJECT NOW AFFORDABLE HOUSING, LLC

By:  _____
DocuSigned by:
1FA189AA8951478...
Its: Executive Director

Dated: 2/15/2024

ATTEST:

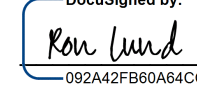
By:  _____
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092A42FB60A64CC...
Its: Community Services Director

EXHIBIT A

Amended Scope of Services

(see attached)

Level Up Grants: Economic Mobility Program

Background

On October 22, 2022, the City Council was asked to share ideas on what they thought cannabis tax revenue should be spent on in the 2023 budget. They agreed on disbursements of \$150,000 for annual special events reflective of the Moline 150 celebration and \$75,000 for Public Art. That leaves potentially \$275,000 for Council discretion yet to be determined. Other desired outcomes stated by Council were programs that could address historic inequities sometimes caused by the past criminalization of cannabis use. The Level Up program is a tool that can address inequities and provide economic opportunity for our residents, especially in the areas of critical or emergency assistance. While residents' emergency/critical assistance and related issues currently receive funding through Community Service Block Grants and through the efforts of our partner, the Moline Community Development Corporation, there are still gaps in addressing roadblocks to improved economic status for our residents. The Level Up program will first and foremost provide needed services to our residents as well as enhance partnerships with Project Now, an agency well-versed in providing case management while efficiently creating minimal additional tasks for city staff.

Why Level Up?

Signs of economic difficulty are all around us. From the inflationary pressures that all households see to the wage stagnation and compression workers experience and the changing rates of indicators of need, some residents are really struggling. Yet, their lives have no fewer pressures—healthcare, childcare, educational or credential attainment all become out of reach when money does not stretch as far as it once did. The Level Up program will be an avenue to move people up and out of poverty and solve some of the problems that these situations create through targeted investments.

Currently, Moline's poverty profile includes 15.1% of our residents living in poverty, which is above the state average of 12.5%. The number of students in the Moline-Coal Valley School District considered qualified for free and reduced lunch increased to 58% in the last year. Our per capita median income is \$32,117 while our per household median income is \$59,697. This compares to the average median income for our Quad Cities Metropolitan Statistical Area (MSA) which is \$88,400. The new HUD qualification levels for low, very low, and extremely low income for a family of four are \$70,700, \$44,200 and \$30,000 respectively. In addition, our census Quickfacts tell us that only 28.6% of our population has a bachelor's degree or higher. We also know that as of 2020, 1 in 4 Quad Citizens were considered "housing burdened" where more than 30% of their income is spent on housing costs, leaving little for other necessities of life. These statistics make it clear that for some residents, especially those with children, it is difficult to meet basic living needs.

(Stats from [HHS.gov](https://www.hhs.gov), [census.gov](https://www.census.gov))

The values we have expressed in our Strategic Plan speak to the relevance of this program for our residents. We state that Excellence is a priority and intend to deliver high quality services with the greatest value for its residents and businesses, which should extend to high quality programs like Level Up. In Objective 3.1 Talent Attraction, Objective 3.1B states that we will explore workforce development with Academic Institutions. After our special meeting in July, when some of these

economic pressures were discussed, this objective becomes one of the guides for the Level Up program and whom it aims to help. Another guiding principle is Collaboration, and partnering with the excellent and trustworthy services of an organization like Project Now allows us to meet more needs for our residents.

How does Level Up work?

\$200,000 from cannabis tax revenue will fund a service delivery partnership with Project Now who will administer both Level A and B of the program. They will coordinate all referrals for the program which will run from January 1, 2024-December 31, 2024. The Level Up program will be assessed at the end of September 2024 for potential inclusion in the next budget cycle and continued administration by Project Now.

\$120,000 to Level A: year-long disbursements of \$400/month grants to 25 qualifying families

\$60,000 to Level B: one-time grants of variable amounts between \$400-\$2000 (30-150 residents) for emergency-critical assistance such as:

- Driver's license access fees
- Basic Utilities Payments (behind on gas, electric, water shut offs)
- Emergency house maintenance issues (sewer, leaks, basement issues, etc.)
- Emergency Transportation issues (car repairs, bus cards)

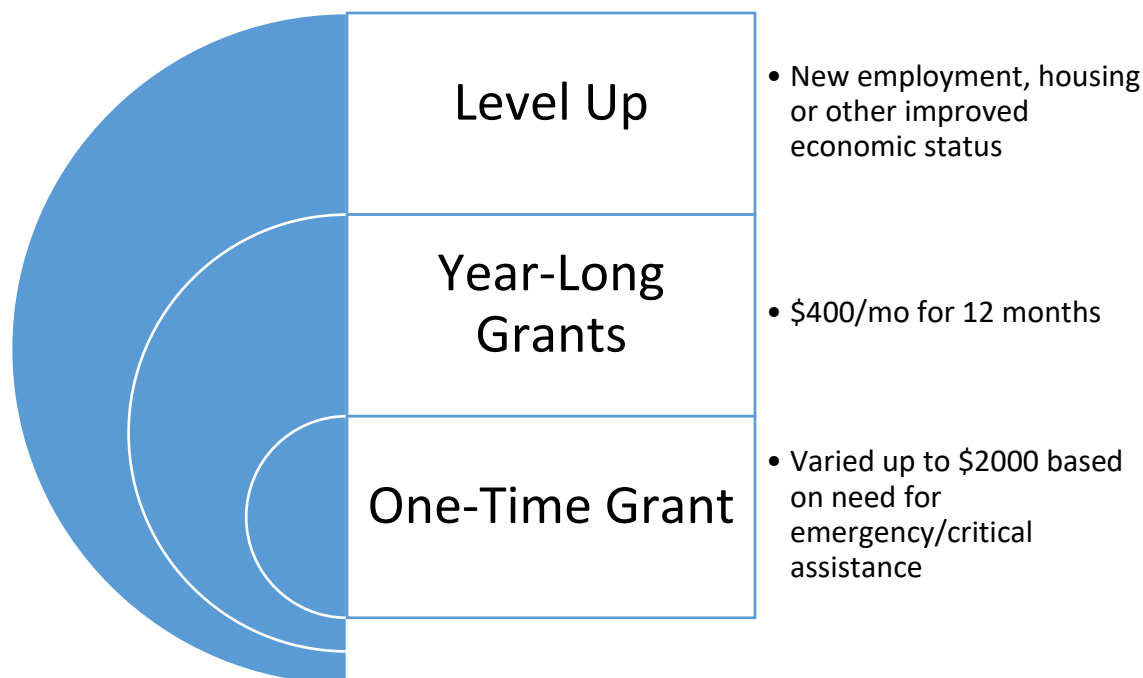
\$20,000 to Project Now for administration and case management work.

How to Qualify

All applicants for Level Up grants **MUST** be Moline residents at the time of application and maintain their residency while participating in the program. Residency and financial need for Level A will be determined by Project Now per their existing protocols for Community Services Block Grants. Completion of ALL parts of the application either online or on paper is also required. Participants in Level A are not eligible for Level B benefits for the life of the program.

Level A (year-long grants): Single parent or two-parent families. A parent is defined as any legal guardian who claims the child(ren) as a dependent on tax returns. Parameters of qualification extend to parents of children 18 years of age and younger. Preference will be given to applicants who are currently enrolled in a credentialing or licensing program.

Level B (one-time grants): anyone 18 years old or older who meets the universal requirements stated above. Only one issue and one application per person can be submitted over the life of the program.



Level Up Grants are economic opportunity grants that can be used to balance expenses while residents are creating the stepping stones needed to get to the next level of improved economic opportunity. One-time grants can mean the difference between staying in school, providing necessities and housing for families, and staying in or falling back into poverty conditions.

Because of the intricacies of the program, Level Up participants will be asked to sign an Informed Consent form after orientation. Again, orientation and participation will be administered by Project Now completely.

How will recipients receive funds?

This program requires that the entire budget of \$200,000 be disbursed from the City of Moline from Cannabis Tax Dollars (or initially from council contingency funds or reserves until cannabis revenue is secured) to Project Now. They will track all expenditures and report financials to the City of Moline Finance Department quarterly.

For Level A: After eligibility and acceptance into the program has occurred, Project Now will disburse monthly funds via their established system of disbursement. These payments will be structured as gifts so as to not trigger ineligibility for other programs related to income level. Should waivers be necessary, Project Now will work to obtain the correct ones to maintain participant eligibility for other benefits programs. Recipients will also need to sign an informed consent for participating and receive benefits counseling from Project Now.

For Level B: Project Now will disburse one-time grants per their protocols based on their assessment of need and exploration of other funding sources first.

How do we know if it's working: Assessment of Level Up

Because of the experience and expertise of our partner, Project Now, the case management they will institute will provide quantitative (data) and qualitative (story) information about how the Level Up program is working, who is accessing it, if there are gaps in compliance, and establishing the case for continuing or pausing the program in 2025 and beyond. A report from Project Now must be presented to Moline's CED department by September of 2024 for inclusion in budget discussions in October 2024.