City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL
MEETING AGENDA

March 16, 2022
9:00 a.m.

If you plan to address the City Council, please complete a "Public Comment Card" located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 4:00 p.m. on March 15, 2022.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact Lisa Roberson by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

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1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor's Welcome
7. Public Comment on Agenda Items
8. Proclamations and Presentations:

    A. Proclamation recognizing the month of March 2022 as Believing in Girls month. (Council Member Purdon)

B. Presentation of the Certificate of Achievement for Excellence in Financial Reporting to City of Bonita Springs and proclamation proclaiming March 14-18, 2022 as Florida Government Financial Professional Week. (Green Sheet No. 22-03-049)

C. Presentation and update by Neighborhood Services and Lee County Sheriff's Office Community Policing Unit. (Green Sheet No. 22-03-045)

9. Consent Agenda:

A. Approve Purchase Agreement Amendment #2 for the Voluntary Home Buyout Program extending the agreement expiration date from March 31, 2022 to April 30, 2022. (Green Sheet No. 22-03-043)

B. Approve Sub-Recipient Agreement with Lee County for community Development Block Grant – COVID (CDBG-CV) Entitlement Fund in the amount of $496,713. (Green Sheet No. 22-03-044)

C. Approve the Caretaker's Agreement for the Bonita Nature Place. (Green Sheet No. 22-03-047)

10. Mayor and Council Member Items:

11. Public Hearing

A. (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; UPDATING THE DISTRICT BOUNDARIES FOR THE ELECTION OF CITY COUNCIL MEMBERS IN CONSIDERATION OF THE 2020 U.S. CENSUS DATA AND IN ACCORDANCE WITH SECTION 53 OF THE CITY CHARTER, STATE AND FEDERAL LAW; PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, CODIFICATION AND SCRIVERNER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 22-03-048)

12. City Attorney's Items:

13. City Manager's Items:

A. Presentation and review of the January Financial Report. (Green Sheet No. 22-03-046)

14. Mayor and Council Member Reports

15. Public Comment

16. Adjournment

CITY OF BONITA SPRINGS **AGENDA ITEM SUMMARY**	Green Sheet No. 22-03-049 March 16, 2022

REQUESTED MOTION: Presentation of the Certificate of Achievement for Excellence in Financial Reporting to City of Bonita Springs and proclamation proclaiming March 14-18, 2022 as Florida Government Financial Professional Week.

REQUESTOR: Arleen M. Hunter, City Manager; Lisa Griggs Roberson, CPA, Director of Financial and Adminstrative Services

AGENDA: Proclamations and Presentations

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Bonita Springs for its annual comprehensive financial report for the fiscal year ended September 30, 2020. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Professionals Week, sponsored by the Florida Government Finance Officers Association and all of its member government organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community. During this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication, and leadership.

STAFF RECOMMENDATION: Acknowledge award and approve proclamation.

ATTACHMENTS:

1. Certificate of Achievement for Excellence in Financial Reporting
2. Proclamation

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved __ Denied __ Deferred ___ Other_____________________

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Bonita Springs
Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morrill

Executive Director/CEO

PROCLAMATION

WHEREAS, the Florida Government Finance Officers Association is a professional association founded in 1937 and serves more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts and private firms; and

WHEREAS, the Florida Government Finance Officers Association is dedicated to being your professional resource by providing opportunities through education, networking, leadership and information; and

WHEREAS, this Government Finance Professionals Week, sponsored by the Florida Government Finance Officers Association and all of its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and

WHEREAS, during this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication and leadership.

NOW, THEREFORE, I, Rick Steinmeyer, Mayor of the City of Bonita Springs, on behalf of the City Council and citizens of Bonita Springs do hereby proclaim the week of March 14th to the 18th of 2022, as Government Finance Professionals Week in the City of Bonita Springs.

____
Mayor Rick Steinmeyer, City of Bonita Springs

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-03-045
March 16, 2022

REQUESTED MOTION: Presentation and update by Neighborhood Services and Lee County Sheriff's Office Community Policing Unit.

REQUESTOR: Arleen Hunter, City Manager; Tony Backhurst, Neighborhood Services Director

AGENDA: Presentations

STRATEGIC PRIORITY: #1 Stormwater Management; #5 Community Aesthetics

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BACKGROUND:

Pursuant to Council’s request for periodic updates on code enforcement activities, Tony Backhurst, Director of Neighborhood Services, will be presenting statistics from calendar year 2021.

Additionally, as many of Neighborhood Services activities involve LCSO’s Community Policing Unit, Captain Lee and Captain Lebid will also be present to provide an update on enforcement activities.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS: None.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Tony Backhurst

Council Action: Approved __ Denied __ Deferred ___ Other_____________________

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-03-043
March 16, 2022

REQUESTED MOTION: Approve Purchase Agreement Amendment #2 for the Voluntary Home Buyout Program extending the agreement expiration date from March 31, 2022 to April 30, 2022.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 4) Environmental Protection

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BACKGROUND: On November 17, 2021, City Council approved the purchase agreement for the Voluntary Home Buyout Program. Section 14 of the purchase agreement provided the agreement's expiration date as January 31, 2022. Amendment #1 was approved at the January 19, 2022 Council meeting extending the January 31, 2022 date to March 31, 2022.

Amendment #2 extends the agreement from March 31, 2022 to April 30, 2022. The property owner needs additional time to relocate to another home. The homeowner is confident that by extending the purchase agreement deadline they will have enough time to relocate. All other terms and conditions will remain the same.

Staff has redacted the homeowner's names and addresses as outlined in Senate Bill (SB) 966 adopted during the 2020 legislative session. SB 966 provides an exemption from public records requirements for personal identifying information for the purpose of disaster recovery assistance from a presidentially declared disaster. These properties were affected as a result of Hurricane Irma in 2017. Once the property has been transferred to the City's ownership, the information will be made public.

STAFF RECOMMENDATION: Approve purchase agreement amendment #2 extending the agreement expiration date from March 31, 2022 to April 30, 2022.

ATTACHMENTS:

1. Amendment #2 with original agreement and Amendment #1
2. SB 966

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other______________________

CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM

AMENDMENT TWO

AGREEMENT FOR PURCHASE

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT made on November 17, 2021, by and between the **City of Bonita Springs, FL,** a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [redacted] (hereinafter referred to as "SELLER"):

RECITALS:

WHEREAS, the BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by The BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [redacted] **Bonita Springs, FL 34135** hereinafter referred to as the "premises" and more specifically described as follows:

[redacted]

Bonita Springs, FL 34135

WHEREAS, the SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

WHEREAS, SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

In consideration of the matters described above, the mutual obligations set forth in this amendment, the Parties agree to amend the agreement as follows:

1. In accordance with the Expiration of Offer (Paragraph 14 of original agreement), this amendment shall extend the March 31, 2022 offer date to **11:59 o'clock PM (Eastern Standard Time)** on **April 30, 2022.**

2. All other terms and conditions of the Agreement remain the same.

3. The Purchase Agreement fully executed on November 17, 2021 (BSC-21-11-235) marked as Exhibit 1 is made a part of this Amendment.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the Parties have executed this Amendment and the Bonita Springs City Council approved this Agreement on the _____ day of ___________, 2022.

SELLER/ [redacted]

Signature

3/2/2022
Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By: ______________________
Clerk

____
Rick Steinmeyer, Mayor

(Seal)

Date: ______________________

APPROVED AS TO FORM: ______________________
City Attorney's Office

EQUAL HOUSING OPPORTUNITY

CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM

AMENDMENT ONE

AGREEMENT FOR PURCHASE

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT made on November 17, 2021, by and between the **City of Bonita Springs, FL,** a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [redacted] (hereinafter referred to as "SELLER"):

RECITALS:

WHEREAS, the BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by The BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [redacted] **Bonita Springs, FL 34135** hereinafter referred to as the "premises" and more specifically described as follows:

[redacted]

Bonita Springs, FL 34135

WHEREAS, the SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

WHEREAS, SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

In consideration of the matters described above, the mutual obligations set forth in this amendment, the Parties agree to amend the agreement as follows:

1. In accordance with the Expiration of Offer (Paragraph 14 of original agreement), this amendment shall extend the January 31, 2022 offer date to **11:59 o'clock PM (Eastern Standard Time)** on **March 31, 2022.**
2. All other terms and conditions of the Agreement remain the same.

3. The Purchase Agreement fully executed on November 17, 2021 (BSC-21-11-235) marked as Exhibit 1 is made a part of this Amendment.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the Parties have executed this Amendment and the Bonita Springs City Council approved this Agreement on the 19th day of JANUARY, 2022.

SELLER/ [redacted]

Signature

1.9.2022
Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By: Debra Filipek
Clerk

Rick Steinmeyer
Rick Steinmeyer, Mayor

(Seal)

Date: ____________

APPROVED AS TO FORM: ____________
City Attorney's Office

EQUAL HOUSING OPPORTUNITY

EXHIBIT 1

CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this 1st day of November, 2021, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [redacted] (hereinafter referred to as "SELLER"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by The BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [redacted] **Bonita Springs, FL 34135** hereinafter referred to as the "premises".

   The SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the B cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

   SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

2. OFFER AND DESCRIPTION. BUYER agrees to buy, and SELLER agrees to sell all of a certain piece, parcel or lot of land, and other interests buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the SELLER's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Bonita Springs, State of Florida, to-wit more particularly described as follows:

   [redacted]

   Bonita Springs, FL 34135

   The SELLER agree that they have full right, power, and authority to convey, and that they will convey to the CITY the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:

   Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

BSC-21-11-235

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Two Hundred Ninety Thousand Dollars and Zero Cents ($290,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.
   a. The SELLER agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the CITY.
   b. Loss or damage to the property by any cause shall be at the risk of the SELLER until title has been conveyed to the CITY.
   c. The SELLER agrees to deliver a good and sufficient general warranty deed conveying marketable title.
   d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the CITY, related to this property which may be claimed by SELLER after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.

4. PROGRAM INCENTIVE. In addition to the fair market offer identified above presented for the valuation of the above referenced legal description, and by participating in the VHBP, the SELLER may be eligible for additional housing incentive awards. The VHBP is offering Housing Replacement Incentives. The City has determined that the SELLER may qualify for up to **$10,000.00,** pending final verification of incentive requirements.

   4.1 The SELLER is eligible for up to $10,000 in additional assistance as a Housing Replacement Incentive. The purpose of the incentive is to encourage maximum participation by property owners and removal of as many properties as possible from high flood risk areas. Incentive payments should assist the household with necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable.

   The following items must be met to be eligible for the incentive:

   a. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the City's jurisdiction for construction of a new home (a construction date must be provided), or the homeowner has purchased a newly constructed or existing home located outside of a floodplain or a lower flood risk area in the City of Bonita Springs' jurisdiction. The City will review the location to ensure the new location is outside a flood prone area and will complete a HUD established 58.6 checklist on the new home or lot.

b. The homeowner's yearly **income exceeds the HUD income requirements** in order to qualify for the incentive.

5. CONTINGENCIES.

a. SELLER shall vacate the property within ninety (90) days from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.

b. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.

c. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.

6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.

7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill five (5) days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.

8. ADJUSTMENTS. NONE.

9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agrees herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, Florida or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 90 days of the signing of this contract.

10. ACKNOWLEDGEMENTS. The SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property

11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between BUYER and the SELLER.

12. VACANCY INSPECTION. The SELLER acknowledges and agrees that on the Vacancy Inspection date, the BUYER will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the BUYER and the SELLER.

13. SELLER CLOSING ACTION ITEMS. The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.

14. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM**. (Eastern Standard Time) on **January 31, 2022** unless accepted or countered by SELLER in written form prior to such time. If SELLER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.

15. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.

16. The SELLER shall close any open building permits or code enforcement proceedings prior to closing.

17. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last of the SELLER and the CITY has signed this Agreement.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

This space has intentionally been left blank.

CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM

IN WITNESS WHEREOF, the SELLER has hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLER for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have, and do hereby grant unto the CITY or its authorized representative, or any other office or agent of the CITY authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

SELLER/ [redacted]

Sig[redacted] 11/1/2021
Date

BUYER/ CITY: CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By: Brenda Reetz for Debra Filipek
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: 11/17/21

APPROVED AS TO FORM: ____________
City Attorney's Office

EQUAL HOUSING OPPORTUNITY

Exhibit A
Metes and Bounds Property Description
[redacted], Bonita Springs, FL 34135

[redacted], as more fully described as follows:

[redacted]

Attachment A

PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits ("DOB") occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned SELLER of benefits under the Rebuild Florida Voluntary Home Buyout Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Department of Economic Opportunity ("DEO") Community Development Block Grant-Disaster Recovery (CDBG-DR) grant, the SELLER hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

A. If Proceeds are received by the SELLER between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLER must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.

B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLER must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLER agrees to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLER's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLER, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.

If requested by the City, the SELLER agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLER explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the SELLER has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the SELLER's consent to such company or entity to release said information to the City.

The SELLER agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the SELLER hereafter receives any Proceeds for the same purpose as the Program, the SELLER agrees to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

This space intentionally left blank

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNER: [redacted]

[redacted]

Signature

[redacted]

Print Name

PROGRAM STAFF

Elly Soto McKuen

Signature

ELLY SOTO MCKUEN

Print Name

CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

A City of Bonita Springs representative will assist you through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

The Vacancy Inspection is an important step in the process and is required before the City can take possession of your property.

Please complete the following items before the Vacancy Inspection:

1. **You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**

2. **All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.

3. **All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.

4. **The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.

5. **The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).

6. **Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.

7. **Provide all property keys to the City**: Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.

An act relating to public records; amending s. 119.071, F.S.; providing an exemption from public records requirements for property photographs and personal identifying information provided to specified entities by certain persons for the purpose of disaster recovery assistance; authorizing access to such records and information for certain purposes; providing for future legislative review and repeal of the exemption; providing a statement of public necessity; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (f) of subsection (5) of section 119.071, Florida Statutes, is amended to read:

119.071 General exemptions from inspection or copying of public records.—

(5) OTHER PERSONAL INFORMATION.—

(f)<u>1. The following information held by the Department of Economic Opportunity, the Florida Housing Finance Corporation, a county, a municipality, or a local housing finance agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:</u>

<u>a.</u> Medical history records and information related to health or property insurance provided ~~to the Department of Economic Opportunity, the Florida Housing Finance Corporation, a county, a municipality, or a local housing finance agency~~ by an applicant for or a participant in a federal, state, or local

housing assistance program ~~are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution~~.

b. Property photographs and personal identifying information of an applicant for or a participant in a federal, state, or local housing assistance program for the purpose of disaster recovery assistance for a presidentially declared disaster.

2. Governmental entities or their agents shall have access to such confidential and exempt records and information for the purpose of auditing federal, state, or local housing programs or housing assistance programs.

3. Such confidential and exempt records and information may be used in any administrative or judicial proceeding, provided such records are kept confidential and exempt unless otherwise ordered by a court.

4. Sub-subparagraph 1.b. is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2025, unless reviewed and saved from repeal through reenactment by the Legislature.

Section 2. The Legislature finds that it is a public necessity that property photographs and personal identifying information of an applicant for or participant in a federal, state, or local housing assistance program for the purpose of disaster recovery assistance for a presidentially declared disaster, held by the Department of Economic Opportunity, the Florida Housing Finance Corporation, a county, a municipality, or a local housing finance agency, be made confidential and exempt from s. 119.07(1), Florida Statutes, and s. 24(a), Article I of the State Constitution. In response to a disaster, an agency, in an effort to determine damage and ascertain the estimated cost of rehabilitation, may conduct a property inspection to observe and record damage to the property. This information may be used to locate the damaged property and to identify and contact the property owner or tenant. Following a disaster, the people affected are vulnerable and frequently displaced due to the severely damaged and often uninhabitable condition of their residences. If released, property photographs and personal identifying information could be used by fraudulent contractors, predatory lenders, thieves, or individuals seeking to impose on the vulnerability of the distressed property owner or tenant following a disaster. Therefore, it is necessary that property photographs and personal identifying information be protected to ensure that those affected by a disaster are not harassed, intimidated, or potentially defrauded.

Section 3. This act shall take effect July 1, 2020.

CITY OF BONITA SPRINGS AGENDA ITEM SUMMARY	Green Sheet No. 22-03-044 March 16, 2022

REQUESTED MOTION: Approve a Sub-Recipient Agreement with Lee County for Community Development Block Grant – COVID (CDBG-CV) Entitlement Fund in the amount of $496,713.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 7) Government Transparency: Increase Outreach/Accessibility to Citizens

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BACKGROUND: The City was notified of the availability of two (2) CDBG-CV entitlement allocations in late 2020 and again in 2021. The allocations were $206,313 and $290,400, respectively. The first allocation came to the City as a contract agreement approved by City Council on October 17, 2020. The funds were allocated to a Public Services category under the HUD funding program. Pursuant to Council's previous direction, the City will partner with local food banks (through a Request for Proposal/Qualification process) to provide funding for food insecurity assistance.

The approved contract (#8975) was fully executed by Lee County on December 28, 2020. Due to Lee County staff turnover and the pandemic, this contract expired on September 30, 2021. The new Sub-Recipient Agreement (attached) extends the spending timeline to February 28, 2023 and includes the 2nd allocation (206,313 + $290,400 = $496,713) for both allocations.

Following full execution of the agreement by both parties, city staff will advertise for local non-profit food pantries serving Bonita Springs to submit an application for funding.

STAFF RECOMMENDATION: Approve Sub-Recipient Agreement

ATTACHMENTS:

1. CDBG-CV Sub-Recipient Agreement

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____________________

Board of County Commissioners
DEPARTMENT OF HUMAN and VETERAN SERVICES

HUD CDBG-Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

Sub-recipient Contract

with

"City of Bonita Springs"

March 1, 2022 – February 28, 2023

CSFA # __________
CFDA # 14.218
STANDARD GOVERNMENT CONTRACT **Contract No. ____________**
Funding Source: HUD – CDBG-CV Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 Federal Register 6218-N-01

SUBRECIPIENT CONTRACT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
City of Bonita Springs

THIS CONTRACT between Lee County, a political subdivision and Charter county of the State of Florida, hereinafter referred to as "**COUNTY**" and City of Bonita Springs a Government/Municipality registered under the laws of Florida Chapter 99-428, operating under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**" will become effective upon the date approved by the Board of County Commissioners (BOCC).

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to the Lee County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

ARTICLE I: SCOPE OF SERVICES

Contract allocates **PROVIDER** CDBG-CV funds for response to the COVID-19 epidemic through the U.S. Department of Housing and Urban Development (HUD) as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, signed March 27, 2020. City of Bonita Sprigs will utilize allocated funds to assist non-profit food pantries to provide services to citizens located in Bonita Springs through a Request for Proposal (RFP) process to prevent, prepare for, and respond to the coronavirus (COVID-19). Specific services to be determined through the RFP process and must be eligible under CDBG-CV regulations (FR-6218-N-01 and applicable revisions).

Any proposal/application submitted which resulted in this funding award are binding and incorporated herein as a part of this contract including all conditions and projected levels of service.

For federally funded projects, all requirements and conditions as described in Attachment A, Program Guidelines must also be followed.

All projects funded by Department of Housing and Urban Development (HUD) Homeless Assistance Grants must actively participate in the Centralized Intake/Coordinated Assessment process and input data into the Homeless Management Information System (HMIS).

All activities funded with CDBG/HOME funds must benefit persons of income levels at or below 80% of the area median income and as defined in the pertinent program requirements. Subrecipient certifies that the activity carried out under this Agreement will meet the

CDBG/HOME income eligibility requirements.

ARTICLE II: TERM OF CONTRACT

This Contract shall begin **March 1, 2022** and end**, February 28, 2023** unless terminated as specified in Article IX, Suspension/Termination.

For unit rate contracts, programs must be operational within 45 days of contract begin date (identified above).

ARTICLE III: COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **$496,713.00.** Payments will be authorized only for work completed and/or services delivered during the term of the contract as stated in ARTICLE II: TERM OF CONTRACT and prior to the payment request date. Documentation of eligible expenses will be provided as stated in ARTICLE III C. Contract Deliverables. Payment is subject to the provisions of ARTICLE III B. Deferred Payment/Return of Funds and ARTICLE IX:SUSPENSION/TERMINATION. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the service(s) listed in Article I. For unit rate contracts, this contract is for the payment of a fixed number of units of service at the fixed unit rate. For line item contracts, this contract is for payment of line item amounts as identified in the approved budget.

Approved Budget Category	**Annual Budget Amount**
Services/Activities to prevent, prepare for, and respond to the coronavirus (COVID-19).	$496,713.00

Once funding is approved and a contract issued by DHS it must be returned by the agency for execution within 30 days. In addition, funds must begin to be drawn within 60 days of contract execution unless Contract Specialist authorizes additional time. Failure to return signed contract or begin spending funds within allocated time frame may result in reduction or forfeiture of funds.

B. Deferred Payment/Return of Funds

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If, as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract and/or Federal requirements. For contracts funded under the Partnering for Results (local general fund) process, repayment will be required if the amount paid exceeds 40% of program expenses. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. <u>Contract Deliverables</u>

1. Required Reports (checked boxes are applicable)

❒ **EXHIBIT 1- Payment Request - <u>Due: Monthly by the 20th of the following month.</u>** All payments will be **<u>reimbursement</u>** for eligible expenses/services defined as uncompensated expenses rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). Copies of supporting documentation is required as part of the Payment Request for review of grant compliance and before payment will be authorized by Human and Veterans Services. **<u>Reimbursement</u>** for eligible expenses will be made after review and authorization of a correct and complete Exhibit 1 and all required back up documentation. Lee County must be payor of last resort, meaning that if services are eligible to be billed to any other entity including but not limited to: Medicaid, third party insurance or any other entity, then Lee County will not pay for that service.

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the PROVIDER'S check issued with authorized signature. Two-sided copies of back-up documentation are preferred. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. For PFR contracts, documentation of expenses may be required as back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **<u>authorized</u>** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

Processing of payment requests is also subject to requirements and conditions as outlined in Attachment A, Program Guidelines.

❒ **EXHIBIT 2- Program/Demographics/Beneficiary Report –<u>Due: As indicated on Exhibit 2.</u>**

☐ **EXHIBIT 3 – Performance Outcomes Report – <u>Due: As indicated on Exhibit 3.</u>**

☐ **EXHIBIT 4 - Quarterly Unit Rate & Revenue Analysis Report – <u>Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31). Documentation to support expenditures and revenue MUST be attached i.e. QuickBooks; Profit/Loss Statement.</u>**

☐ **EXHIBIT 5- Annual Progress Report or Closeout Report- Due as indicated on Exhibit 5 and/or in Section D.**

❐ **EXHIBIT 6 - Certificate of Insurance -**

☐ **EXHIBIT 7 – Statement of Work** –

☐ **EXHIBIT 8 - Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.**

☐ **EXHIBIT 9 - Annual Certification of Continued Operation (ESG) - Due: As indicated on Exhibit 9.**

☐ **EXHIBIT 10- Current Board of Directors Roster**

An email or hard copy of all exhibits/reports is acceptable. Reports/Exhibits including the Exhibit 1 (Payment Request) requiring signatures can have an electronic signature or a scanned copy of the report with signature.

2. Required Documents

❐ Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due Date: Non profits - 180 days following the end of PROVIDER'S fiscal year(s); Governments/municipalities - 270 days following the end of fiscal year(s).**

☐ Copy of latest Form 990 - **Due Date: Non profits – 180 days following the end of PROVIDER'S fiscal year(s)**

☐ Monitoring Reports – A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of **PROVIDER'S** response to the funding agency are due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER.**

D. Contract Closeout

- ☐ Partnering for Results: Unit Rate Analysis Report -**Due: 30 days after contract end.**
- ☐ Partnering for Results: Final Payment Request –**Due: 4 business days after contract end.**
- ☐ Partnering for Results: Close Out Report – **Due 30 days after contract end**.
- ☐ State Mandated: Final Payment Request – **Due: 4 business days after contract end**
- ☐ HOME – Closeout package for each property –**Due: 120 days after final payment .**
- ☐ Supportive Housing Program and Rental Assistance (COC) – Final Payment Request and Annual Progress Report –**Due: 45 days end date of program year.**
- ☒ CDBG – Final Payment Request and Beneficiary Reports – **Due: 20th of the month after term end.**
- ☐ Other Funding Source – ________________
- ☐ Final Closeout Payment Request – **Due:** ________________

ARTICLE IV: AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

B. Audits and Inspections

The **PROVIDER** will make all records referenced in ARTICLE IV C. and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), Lee County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a minimum of five (5) years from the date of contract expiration. The retention period may be longer depending on the funding source and it is the PROVIDER's obligation to comply with all Federal and State of Florida retention schedules. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

PROVIDER specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:

1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Contract;
2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of **PROVIDER** upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, http://www.leegov.com/publicrecords.

D. <u>Independent Audit</u>

A complete independent financial audit of the agency's financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable is required and must include the following:

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls <u>(Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)</u>
- management's response to such letter
- the programs that are funded by this Lee County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

An original, bound version must be submitted. As an alternative, an electronic format **<u>sent from the auditing firm</u>** is acceptable. The audit must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of a non profit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant <u>with an</u>

unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

Copy of the latest Form 990 must also be submitted no later than one hundred eighty (180) days following the end of a non profit **PROVIDER'S** fiscal year.

ARTICLE V: AMENDMENTS

PROVIDER must submit a written request (email is acceptable) for a contract amendment which details the nature of and justification for the requested change and the desired effective date of the change(s). The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

The Department Director may approve amendments to the contract, which do not substantially change the original contracted scope of service and statement of work, including extensions to the end date of the contract as identified in ARTICLE II. The Board of County Commissioners must approve amendments which increase or decrease contract funds; significantly change program design including target population or major changes in outcomes; change or add to the standard provider contract language, which is not for the purpose of correcting original omissions or clarifying original contract intent.

For federally funded projects, HUD must approve (24 CFR 583.405), in writing, any **significant** changes to an approved Homeless Continuum of Care program prior to initiating a contract amendment. Amendments to CDBG, HOME, or ESG which involve new or alteration of existing activities that will significantly change the scope, location, or objectives of the approved activities or beneficiaries must receive prior HUD approval.

ARTICLE VI: CONTRACTOR STATUS

A. Independent Contractor

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the **COUNTY** of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the **COUNTY**'s request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

ARTICLE VII: CONFLICT OF INTEREST

The **PROVIDER** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this contract. The **PROVIDER** further agrees that no person having any such interest shall be employed or engaged for said performance. The **PROVIDER** agrees that no employee, officer, agent of the provider or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The **PROVIDER** or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **PROVIDER**.

For federally-funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

ARTICLE VIII: RISK MANAGEMENT

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, **PROVIDER** shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **PROVIDER** resulting from the **PROVIDER'S** work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the **PROVIDER'S** performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, **PROVIDER** hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury, liability or other casualty. **PROVIDER** additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the **PROVIDER**. The **PROVIDER** further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY.**

B. Insurance Requirements

Insurance – Non Profit Providers
The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER**'S liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER**'S interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance ***naming Lee County Board of County Commissioners as Certificate Holder and additional insured*** will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: Lee County Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902. Certificate(s) must be provided for the following coverage's at the time of contract execution and upon policy renewal. Renewal certificates are due to Lee County on or before expiration date.

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
   $100,000 per accident
   $500,000 disease limit
   $100,000 disease limit per employee

2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
   $500,000 bodily injury per person (BI)
   $1,000,000 bodily injury per occurrence (BI)
   $500,000 property damage (PD) or
   $1,000,000 combined single limit (CSL) of BI and PD

   The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"** as **"Additional Insured".** The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
   $100,000 bodily injury per person (BI)
   $300,000 bodily injury per occurrence (BI)
   $100,000 property damage (PD) or
   $300,000 combined single limit (CSL) of BI and PD

4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than $100,000.

5. **Fidelity Bonding –** Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of $50,000.

<u>Insurance – Government/Municipality</u>
Documentation of the above coverage requirements are not applicable to government/municipalities that are self insured.

C. <u>Notice of cancellation or modification</u>

The **COUNTY** will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

<u>ARTICLE IX:</u> SUSPENSION/TERMINATION

A. <u>Suspension</u>

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract. Agencies that fail to submit required documents by the due date can be suspended, and payment will be withheld until all requirements are satisfied.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

For contracts funded under "Partnering for Results": If anticipated Program revenue from other sources exceeds expenses by 40%, Lee County reserves the right to suspend contract until final expenses/revenue is confirmed.

B. <u>Termination by COUNTY</u>

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty–four (24) hours written notice to the **PROVIDER** by Certified Mail, Process Server or Hand Delivery following a determination by the County Manager or designee, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

If the financing for this project is contingent upon funding sources other than Lee County as identified in the proposal/application of the contract and such funds become unavailable the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice.

For contracts funded under "Partnering for Results": If confirmed Program revenue from other sources exceeds expenses by 40%, Lee County reserves the right to terminate contract upon no less than twenty four (24) hours written notice.

For unit rate contracts, if program is not operational within 45 days from contract start date, funds for said program will be withdrawn and contract will be amended or terminated.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE X: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

IMMIGRATION LAWS:

The **COUNTY** will not intentionally award contracts to any provider/contractor/vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

The **COUNTY** shall consider the employment by any **PROVIDER** of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by The **COUNTY**.

OTHER REQUIREMENTS:

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.

B. That they will comply with all applicable Federal, State and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:

- **Title VI of the Civil Rights Act of 1964,** as amended, and its implementing regulations – including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166.
- **Section 109 - Title I of the Housing & Community Development Act of 1974**
- **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
- **Age Discrimination Act of 1975** (42 U.S.C. 610 et. seq.)
- **Fair Housing Act**

Additional information can be accessed at the following websites:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp
https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex, national origin, age, familial status or disability. Affirmative marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website: http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo

C. That they will comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at U.S.C 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.

D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.

E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.

F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statues, which refers to the procurement of products or materials with recycled content.

G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).

H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).

I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.

J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.

K. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.

L. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee County Board of County Commissioners".

M. That they will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.

O. The provider shall ensure that Lee County funds are restricted to people legally able to reside in the US.

P. The PROVIDER is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.

Q. The PROVIDER must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.

<u>ARTICLE XI</u> HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Lee County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996

(HIPAA) is a “covered entity” as the law defines that term. Any “personal health information” (PHI) as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently “de-identified” to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an on-going task of the effected staffs of the **COUNTY** and **PROVIDER**.

ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

Any dispute between the parties with respect to provisions contained in a Lee County Department of Human and Veterans Service (DHS) contract or issues that arise pertinent to a contract shall be resolved as follows:

The parties may, by mutual agreement, attempt to resolve their dispute in the following manner within a thirty (30) day period. If both parties are in agreement, the thirty (30) day time period can be extended for an additional ten days.

a. Duly authorized representatives shall meet as often as mutually agreeable to discuss in good faith the dispute and to negotiate a mutually agreeable resolution. Authorized representatives for DHS include Contract Specialist, and Program Manager.
b. During the course of the dispute process requests made by one Party to the other for non-privileged information, reasonably related to the dispute shall be responded to in good faith.
c. If the dispute is unable to be resolved between the authorized representatives within the specified time period, it will be forwarded to the Department Director for resolution. A decision by the Director will be issued within ten days.
d. If the dispute remains unresolved after the Department Director’s decision, the parties may proceed to litigation. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on Forum non Conveniens. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. Unless otherwise agreed in writing, Provider will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
e. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the informal Dispute Resolution process as described in paragraph a-c above.
f.

ARTICLE XIII: NOTICES

Official notices concerning this Contract will be directed to the following authorized representatives:

PROVIDER:	**COUNTY:**
Name:___________________	Name: Attn:Steven Charlton (or designee)
Title: ____________	Title: Contract Specialist
Agency:_____	Agency: Human and Veterans Services
Address:_____	Address: 2440 Thompson Street Fort Myers, Florida 33901
Telephone:	Telephone: (239) 533-7962
Fax:	Fax: (239) 533-7960
E-Mail :	E-Mail: Scharlton@leegov.com

The signatures of the **two** persons shown below are designated and authorized to sign all applicable reports:

__________________________________	OR	__________________________________
Name (printed/typed)		Name (printed/typed)
__________________________________		__________________________________
Signature		Signature
__________________________________		__________________________________
Title		Title

In the event that Provider designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**.

ARTICLE XIV: SPECIAL PROVISIONS

If needed, **PROVIDER** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This includes the use of the **PROVIDER'S** facility to assist with Emergency Food Stamp pre-registration if facility is operational and computer terminals are available. **PROVIDER** will be responsible to notify United Way 211 immediately after a disaster declaration if the location is accessible and operational and of any **PROVIDER** staff who are available to assist with recovery efforts.

ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, **PROVIDER** and **COUNTY** have caused this 16-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By:__________________________________
Name (print)

____
(Signature of authorized officer)

____
Title

____
Date

STATE OF FLORIDA
COUNTY OF _______
The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _______, __(year), by,___________________________________ who is personally known to me or who has produced_________________as identification and who ϒ did (ϒ did not) take an oath.

NOTARY:
By:______________________________________
Notary of Public (Signature)

____
Name (typed)

COUNTY: LEE COUNTY

By: _____________________
Name (print)

____
(Signature of authorized officer)
Board of County Commissioners
Title

____
Date

ATTEST:
CLERK OF CIRCUIT COURT
By:____________________________
Title:___________________________
Date: _________________________

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:
By: ___________________________

Date: ___________________________
OFFICE of the COUNTY ATTORNEY

EXHIBIT 1
PAYMENT REQUEST
Line Item Contract

Email To: scharlton@leegov.com
Human and Veteran Services
2440 Thompson Street
Ft. Myers, FL 33901

Phone: (239) 533-7962
Fax: (239) 533-7960

Contract No.
CDBG-CV PROJECT
TERM: 03/01/22-02/28/23
Reporting Period
____/___/____-_____/____/ _
Check appropriate line:
_____Regular Reimbursement
_____Final Reimbursement

Agency: City of Bonita Springs
Mailing Address: 9101 Bonita Springs Rd.
Bonita Springs, FL
Phone: (239) 949-6246
FAX: (239) 949-6245
E-mail: connie.dibruno@cityofbonitasprings.org

Reports are due by the twentieth calendar day after the end of the reporting period.

A. Approved Budget Categories	B. Approved Annual Budget Amount	C. Balance Forward end of prior month	D. Total Paid Expenditures for Reporting Period	E. Remaining Balance End of Reporting Period (Col. C-D)
Equirpment/Supplies Related to ovid Response	$496,713.00	$ $496,713.00	$ -	$ $496,713.00
Total:	$ 496,713.00		$ -	$ $496,713.00

PROVIDER: By signing below, I certify that the work and/or services provided and reported in Exhibit 1 are for uncompensated expenses/units, and have been completed and/or delivered to the best of my knowledge. I further attest that payment has been made in accordance with all applicable statutes, regulations and approved County contract. I understand that knowingly providing false information could result in investigation and prosecution.

Signature of Authorized Official: ____________________

Date approved:

FOR LEE COUNTY USE ONLY
By signing below, I certify that to the best of my knowledge and abilities, the work and/or services provided have been inspected, monitored or reviewed and appear to be in compliance with all applicable statutes, regulations, and approved County contract.

AUTHORIZED BY: ____________________

APPROVED AMOUNT: $ -

DATE APPROVED: ____________________

LEE COUNTY CARES ACT
CDBG-CV CONTRACTS

EXHIBIT 2

To Be Completed Monthly During Contract Term
Due at time of monthly payment request submission.

Format and information requested may change during the course of the contract term.

AGENCY NAME:

ACTIVITY/SERVICES PROVIDED:

1. Narrative describing major accomplishments:

2. Total numbers served in the program (i.e. clients/families served; amount of food distributed; partner agencies assisted):

3. Have all funds been expended? Provide explanation if all funds have not been completed.

ATTACHMENT A: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM GUIDELINES
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
CFDA # 14.218

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG program was authorized by the Housing and Community Development Act of 1974. The primary objective is the development of viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. Projects must principally benefit persons of low to moderate income. All projects must address one of three national objectives:

1. Benefit lower income families, or
2. Aid in preventing or eliminating "slums and blight" or
3. Meet an "urgent need"

Regulatory guidance on the CDBG program is found at 24 CFR part 570, specifically in subparts C, J, and K and other Federal regulations found at 24 CFR parts 5 and 2 CFR 200 also apply.

The **PROVIDER (SUBRECIPIENT)** shall comply with all federal laws and regulations described in the HUD regulations, 24 CFR Part 570, and other applicable Federal regulations, including 2 CFR 200. CDBG funds made available under this agreement shall be used to assist low and moderate-income families. This may be determined by individually qualifying households for eligibility or by the determination that the census block in which the project is located is a low income area. The method used to determine compliance will be at the discretion of Lee County.

A. SUBCONTRACTS

The **PROVIDER (SUBRECIPIENT)** shall insure that any County approved subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement. The **PROVIDER (SUBRECIPIENT)** shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List or, for contracts over $35,000, a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. Verification of vendors can be found at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

B. PROCUREMENT

1. The **PROVIDER (SUBRECIPIENT)** shall comply with current Lee County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property.

2. The **PROVIDER (SUBRECIPIENT)** shall procure all materials, property or services in accordance with the requirements of 2 CFR 200 Procurement Standards, and shall subsequently follow Property Management Standards in accordance to 2 CFR 200, covering utilization and disposal of property.

3. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

ATTACHMENT A

C. DOCUMENTATION AND RECORD-KEEPING

1. The **PROVIDER (SUBRECIPIENT)** shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement, including but not limited to:
   a. A full description of each activity undertaken and its eligibility criteria.
   b. Client data demonstrating client eligibility for services provided.

   c. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR Parts 570.503, as applicable.
   d. Compliance with fair housing and equal opportunity components of the CDBG program.
   e. Financial records as required by 24 CFR Part 570.502 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 570.

D. RESTRICTIONS ON USE OF FUNDS

The **PROVIDER (SUBRECIPIENT)** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

1. HATCH ACT- The **PROVIDER (SUBRECIPIENT)** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.

2. CONFLICT OF INTEREST - The **PROVIDER (SUBRECIPIENT)** agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.

3. LOBBYING - The **PROVIDER (SUBRECIPIENT)** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **PROVIDER (SUBRECIPIENT)** shall submit a “Disclosure Form to Report Lobbying” in accordance with its instructions.

4. RELIGIOUS ORGANIZATION - The **PROVIDER (SUBRECIPIENT)** agrees that funds provided under this agreement to either a faith based organization or faith based program cannot be utilized for inherently religious activities, and must be utilized in accordance with the federal regulations specified in 24 CFR 570.200. Faith-based organizations must provide appropriate written notice in accordance to 24 CFR 5.109 describing certain protections available to applicants participating in the activities held at their facility.

E. ENVIRONMENTAL CONDITIONS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with any instructions or requests made by the County pursuant to the completion of any applicable environmental review, as well as the following regulations insofar as they apply to the performance of this agreement:

ATTACHMENT A

1. Clean Air Act, 42 U.S. C. 7401, et seq.
2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
4. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards shall require flood insurance under the National Flood Insurance Program.
5. Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.
6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800.

F. PROGRAM INCOME

The **PROVIDER (SUBRECIPIENT)** shall report and remit to the grantee (Lee County) all program income as defined at 24 CFR 570.500 generated by activities carried out with CDBG funds at the end of the program year. Lee County will determine and utilize the program income in compliance with the requirements set forth at 24 CFR 570.504. Preference for use of the funds will be given to projects in the urban county's jurisdiction that remitted the program income, however due to the County's need to meet timeliness requirements, funds will be spent on eligible activities as determined necessary by the County.

G. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The **PROVIDER (SUBRECIPIENT)** agrees to comply with the following:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR and 24 CFR 570.606;
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 570.606 under Section 104 of the Housing and Community Development Act; and
3. Optional relocation policies requirements of 570.606.

H. CIVIL RIGHTS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 1104 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1965, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The **PROVIDER (SUBRECIPIENT)** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance, unless in areas allowable by the Civil Rights Act of 1964, as amended. The **PROVIDER (SUBRECIPIENT)** will take affirmative action to insure that all employment practices are free of such discrimination. The **PROVIDER (SUBRECIPIENT)** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ATTACHMENT A

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602 and 603. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the **PROVIDER (SUBRECIPIENT)** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **COUNTY (RECIPIENT)** and the United States are beneficiaries of and entitled to enforce such covenants. The **PROVIDER (SUBRECIPIENT)** in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

SECTION 504 - The **PROVIDER (SUBRECIPIENT)** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

AFFIRMATIVE ACTION - The **PROVIDER (SUBRECIPIENT)** agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The **PROVIDER (SUBRECIPIENT)** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. The term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The **PROVIDER (SUBRECIPIENT)** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The **PROVIDER (SUBRECIPIENT)** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROVIDER (SUBRECIPIENT),** state that it is an Equal Opportunity or Affirmative Action employer. The **PROVIDER (SUBRECIPIENT)** will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own **PROVIDER (SUBRECIPIENT)s** or subcontractors.

DAVIS BACON ACT - The **PROVIDER (SUBRECIPIENT)** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The **PROVIDER (SUBRECIPIENT)** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The **PROVIDER (SUBRECIPIENT)** shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5. All contractors or subcontractors on contracts in excess of $2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR. Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

SECTION 3 CLAUSE - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 135 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the **COUNTY (RECIPIENT)**, the **PROVIDER (SUBRECIPIENT)**, and any of the **PROVIDER (SUBRECIPIENT)**s and subcontractors. The **PROVIDER (SUBRECIPIENT)** certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. The **PROVIDER (SUBRECIPIENT)** further

ATTACHMENT A

agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

I. CLOSEOUTS

The **PROVIDER (SUBRECIPIENT)'S** obligation to the **COUNTY (RECIPIENT)** shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets, reporting of beneficiaries, or any other activities related to CDBG compliance.

<u>REVERSION OF ASSETS</u> Upon expiration of the contract, the **PROVIDER (SUBRECIPIENT)** shall transfer to the recipient any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the **PROVIDER (SUBRECIPIENT)'s** control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub recipient in the form of a loan) in excess of $25,000 is either:

a) Used to meet one of the national objectives until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

b) Not used to meet one of the national objectives, in which event the **PROVIDER (SUBRECIPIENT)** shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

J. PAYMENTS AND REPORTS

1. Payment requests will be subject to the **COUNTY (RECIPIENT)'s** execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System).

2. Construction Contract Payments – Requests for payment must be based upon actual uncompensated construction costs provided during the contract period and shall be accompanied by invoices for services rendered. Payment Requests shall be submitted within 20 days after the end of the reporting period, even <u>if no activity has occurred</u>. If the **PROVIDER (SUBRECIPIENT)** fails to submit a Payment Request by the stated deadline, payment will be delayed until the following month. The **PROVIDER (SUBRECIPIENT)** will not receive payment without submission of all applicable reports. Failure to submit a Payment Request within 60 days after the end of the reporting period will result in the PROVIDER (SUBRECIPIENT) forfeiting all right to payment.

All payment requests (Exhibit 1) must be signed by the **PROVIDER** (**SUBRECIPIENT)'s** Executive Director or other duly authorized person, and accompanied by the contractor's signed request for payment (invoice). Final payment will not be made until the final inspection is made and approved by the Lee County or City Building Department, as applicable.

3. **PROVIDER (SUBRECIPIENT)** shall submit reports as required to assist the **COUNTY (RECIPIENT)** in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92.

ATTACHMENT A

THIS NOTICE IS PENDING PUBLICATION IN THE FEDERAL REGISTER.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-6218-N-01]

Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs

AGENCY: Office of the Assistant Secretary for Community Planning and Development, HUD.

ACTION: Notice.

SUMMARY: This notice describes the program rules, statutory and regulatory waivers, and alternative requirements applicable to supplemental Community Development Block Grant (CDBG) funds made available to prevent, prepare for, and respond to coronavirus (CDBG-CV funds) and to annual formula CDBG grants awarded in fiscal years 2019 and 2020. Except as otherwise described in this notice and the CARES Act, the statutory and regulatory provisions governing the CDBG program apply to CDBG-CV and CDBG grants. This notice also describes conforming waivers and alternative requirements for other formula programs included in the consolidated planning regulations in 24 CFR part 91.

EFFECTIVE DATE: This notice is effective when signed.

FOR FURTHER INFORMATION CONTACT: Jessie Handforth Kome, Director, Office of Block Grant Assistance, Office of Community Planning and Development, Department of Housing and Urban Development, 451 7th Street SW, Room 7282, Washington, DC 20410, telephone number 202-708-3587. Persons with hearing or speech impairments may access this number via TTY by calling the Federal Relay Service at 800-877-8339. Facsimile inquiries may be sent to Ms. Kome at 202-708-0033. Except for the "800" number, these telephone numbers are not toll-free. Questions regarding the CDBG-CV program may be submitted to

CPDQuestionsAnswered@hud.gov. Interested parties may also visit HUD's website at https://www.hud.gov/program_offices/comm_planning for updated information and resources.

SUPPLEMENTARY INFORMATION:

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I. Overview and Background

On January 21, 2020, the Centers for Disease Control and Prevention (CDC) confirmed the first case in the United States of a coronavirus known by several names, including novel coronavirus, and SARS-CoV-2, and which causes the disease commonly referred to as COVID-19. On March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available $5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus. In the CARES Act and this notice, the term "coronavirus" means SARS-CoV-2 or another coronavirus with pandemic potential.

The nation faces significant public health and economic challenges related to this respiratory disease. To address these challenges, CDBG-CV and CDBG grants are a flexible source of funding that can be used to pay costs that are not covered by other sources of assistance, particularly to benefit persons of low and moderate income.

This notice is broken into sections. Section II provides a general overview of the CDBG-CV and CDBG program flexibilities provided by the CARES Act. Section III describes the allocations, grant procedures, program flexibilities, waivers, and alternative requirements applicable to CDBG-CV grants. Section IV describes the program flexibilities, waivers, and alternative requirements that apply to fiscal years 2019 and 2020 CDBG grants used to prevent, prepare for, and respond to coronavirus or that affect other aspects of program administration. Other sections contain administrative information related to this notice.

II. Summary of Special Authorities Under the CARES Act

The CARES Act modifies some CDBG program rules and authorizes the Secretary of HUD to grant waivers and alternative requirements. Accordingly, this notice describes how requirements of the CDBG program are modified for CDBG-CV grants, fiscal year 2020 CDBG grants under the Department of Housing and Urban Development Appropriations Act, 2020 (Public Law 116-94), and fiscal year 2019 CDBG grants under the Department of Housing and Urban Development Appropriations Act, 2019 (Public Law 116-6). For ease of reference, citations in this notice include parentheticals indicating whether a CDBG program statute or regulation applies to entitlement grants, state grants, insular area grants, or grants to non-entitlement counties in Hawaii. Where citations do not include Hawaii counties or insular areas, the additional citation is not necessary because the cited entitlement CDBG regulation applies to insular areas and Hawaii counties in addition to entitlement grantees.

II.A. Program Modifications in the CARES Act

The Community Development Fund heading in title XII of Division B of the CARES Act modifies some CDBG program requirements to provide immediate support for coronavirus efforts. The modifications are described in more detail in Section III, and are the following:

- Permits a public comment period of no less than 5 days when citizen participation is required.
- Permits grantees to develop expedited citizen participation procedures and to hold virtual public hearings when necessary for public health reasons.
- Eliminates the public services cap for coronavirus-related activities.
- Allows states and local governments to reimburse allowable costs of eligible activities regardless of the date the costs were incurred.

II.B. Authority to Grant Waivers and Alternative Requirements

The CARES Act authorizes the Secretary to waive, or specify alternative requirements for, any provision of any statute or regulation that the Secretary administers in connection with the use of CDBG-CV grants, fiscal year 2020 CDBG grants, and fiscal year 2019 CDBG grants to prevent, prepare for, and respond to coronavirus or that affect other aspects of program administration for the fiscal year 2019 and 2020 CDBG grants, except for requirements related to fair housing, nondiscrimination, labor standards, and the environment, upon a finding by the Secretary that any such waivers or alternative requirements are necessary to expedite or facilitate the use of such amounts to prevent, prepare for, and respond to coronavirus. Additional waiver authority is provided in 24 CFR 5.110 and 91.600. In accordance with these provisions, HUD may waive regulatory provisions (subject to statutory limitations) for good cause.

As required by the CARES Act, the Secretary has considered the waivers and alternative requirements in this notice and finds that there is good cause for each and that each is necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to coronavirus.

III. CDBG-CV Grants

This section describes the CDBG-CV allocations to states and units of general local government (including insular areas), the process to access grant funds, and the rules, waivers, and alternative requirements that apply to CDBG-CV grants.

III.A. Allocations of CDBG-CV Funds

Of the $5 billion made available by the CARES Act, HUD will use $10,000,000 to make technical assistance awards to provide an immediate increase in capacity building and technical assistance to support the use of CDBG-CV grants and CDBG grants to prevent, prepare for, and respond to coronavirus.

The remaining funds will be allocated as described in sections III.A.1. and III.A.2.

III.A.1. First Allocation

The CARES Act requires HUD to allocate up to $2 billion in CDBG-CV funds using the same formula that it used to allocate fiscal year 2020 CDBG grants pursuant to section 106 of the Housing and Community Development Act of 1974 (42 U.S.C. 5306). HUD made this first CDBG-CV allocation on April 2, 2020, 24 days before the 30-day allocation deadline in the CARES Act, in the amount of $2 billion. The allocations are available on HUD's website at https://www.hud.gov/program_offices/comm_planning/budget/fy20/.

III.A.2. Additional Allocations

The CARES Act requires HUD to make a second round of CDBG-CV allocations within 45 days of enactment of the CARES Act. HUD is required to make this allocation in the amount of $1 billion directly to states and insular areas to prevent, prepare for, and respond to coronavirus within the state or insular area. HUD made this second round of CDBG-CV allocations on May 11, 2020, in the amount of $1 billion. The allocations and methodology are available on HUD's website at: https://www.hud.gov/program_offices/comm_planning/budget/fy20/. The second CDBG-CV allocations were based on factors identified in the CARES Act: public health needs, risk of transmission of coronavirus, number of coronavirus cases compared to the national average, economic and housing market disruptions, and other factors, as determined by the Secretary, using best available data.

The CARES Act authorized HUD to allocate the remaining $2 billion in CDBG-CV funds, minus the $10 million set aside for technical assistance, on a rolling basis. The CARES Act provides that the remaining $2 billion shall be distributed directly to states or units of general local government, at the discretion of the Secretary, according to a formula based on factors to be determined by the Secretary, prioritizing risk of transmission of coronavirus, number of coronavirus cases compared to the national average, and economic and housing market disruptions resulting from coronavirus. The District of Columbia is defined as a metropolitan city under the Housing and Community Development Act of 1974 and not as a state or insular area. As such, it was not eligible for funding under the Round 2 $1 billion allocation. To ensure national geographic coverage in Round 2, HUD made an allocation from the third round of funding to the District of Columbia simultaneously with the second round because the District met the geographic criteria for the third round of allocations and was the only geographic area in the nation that was not covered by the second round of allocations.

HUD will publish additional third round allocations and a description of the allocation formulas on HUD's website at https://www.hud.gov/program_offices/comm_planning/budget/fy20/ and will provide a link to this site in any press release announcing an allocation.

III.A.3. Reallocation.

Under Section 106 of the Housing and Community Development Act of 1974 (HCD Act) (42 U.S.C. 5306), HUD reallocates annual formula CDBG funds that cannot be distributed to grantees when it allocates the next fiscal year's appropriation of annual formula CDBG funding. Given the immediate need for coronavirus assistance, the Department is specifying the following alternative requirement to sections 106(c) and (d)(3)(C) (42 U.S.C. 5306(c) and 5306(d)(3)(C)), and the reallocation provisions of 24 CFR 570.4(a), 570.420(e), 570.429(d)(2), and 570.442(b), to expedite the use of any funds that may become available for reallocation.

If a jurisdiction receiving an allocation of CDBG-CV funds fails to apply for funding in accordance with the requirements of this notice by August 16, 2021 (the deadline established by the CARES Act) or HUD is unable to distribute funds to a grantee for another reason, HUD may notify the jurisdiction of the cancellation of all or part of its allocation amount. Funds that are not awarded to jurisdictions under the formulas described in paragraphs III.A.1. and III.A.2. may be reallocated based on factors identified in the CARES Act, as determined by the Secretary. If made, reallocations will be published on HUD's website.

III.B. CDBG-CV Grant Rules, Waivers, and Alternative Requirements

This section describes program flexibilities in the CARES Act and provides waivers and alternative requirements to expedite or facilitate the use of CDBG-CV funds. The rules, waivers, and alternative requirements described in this section only apply to CDBG-CV grants (as specified in this section) and in some cases to fiscal year 2019 and fiscal year 2020 CDBG grants (as specified in section IV) and program income (as specified in sections III.B.5.(f)(iv) and III.B.6.(a)). The CARES Act statutory flexibilities, waivers, and alternative requirements do not apply to other sources of CDBG funds (even if used in conjunction with CDBG-CV funds, fiscal year 2019 CDBG funds, or fiscal year 2020 CDBG funds) except as otherwise described in section IV.B.3.(b).

III.B.1. General Grant Requirements

CDBG-CV grants are subject to the requirements of the CARES Act, the authorities and conditions imposed on fiscal year 2020 CDBG grants, and the mandatory provisions of this notice and waivers and alternative requirements. Except as otherwise described, grantees must comply with statutory and regulatory provisions governing the CDBG program. These include regulations at: 24 CFR part 570 subpart I (states); 24 CFR part 570 subparts A, C, D, E, F, J, K, and O for CDBG (entitlements, nonentitlement Hawaii counties and insular areas).

To facilitate the use of CDBG-CV funds in accordance with the grant requirements, HUD is imposing an alternative requirement that the definitions of CDBG funds in 24 CFR 570.3 (entitlements) and 24 CFR 570.481(a)(2) (states) include CDBG-CV funds. This alternative requirement applies the requirements in 24 CFR part 570 to the use of CDBG-CV funds, except as modified by rules, waivers, and alternative requirements applicable to CDBG-CV grants.

CDBG-CV grant agreements will impose requirements by incorporating program rules, waivers, and alternative requirements (including those published in memoranda, in this and any future notices).

Grantees should not assume that their normal CDBG funding distribution procedures are adequate to swiftly distribute and use CDBG-CV grants. For example, if a grantee's existing policies mandate lengthy processes to select activities or complete procurements, grantees should try to expedite actions with local waiver authorities or emergency procedures that may be available without state or local rulemaking. In addition, urban counties that normally distribute CDBG funds on a proportional basis among all participating jurisdictions should consider whether their normal procedures would result in funding awards that are too small to be used expeditiously and productively by the participating jurisdictions.

III.B.2. Responsible Use of CARES Act Funds

CDBG-CV funds are subject to additional measures designed to prevent fraud, waste, and abuse. HUD will conduct regular oversight and monitoring activities to determine that use of CDBG-CV funds is consistent with grant requirements and limited to the necessary and reasonable costs of activities to prevent, prepare for, and respond to coronavirus. Measures to increase transparency and accountability include:

- regular reporting on the use of CDBG-CV funds, including reporting that may be required by the CARES Act to conduct audits and reviews of programs, operations, and expenditures relating to funds under the CARES Act and the Coronavirus response (see section III.B.8. for information on reporting requirements); and
- a requirement that grantees prevent the duplication of benefits that is caused when a person, household, business, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance is more than the total need (see section III.B.9. for information on duplication of benefits).

III.B.3. Overview of Process to Receive CDBG-CV Grants

On April 2, 2020, HUD published the first round of CDBG-CV allocations on the hud.gov website and notified jurisdictions of their allocation amounts. On April 9, 2020, John Gibbs, Acting Assistant Secretary for Community Planning and Development, issued a memorandum with the subject, "*CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response and plan amendment waiver*" ("April 9 memorandum"), available at https://www.hud.gov/sites/dfiles/CPD/documents/CARES-Act-Flexibilities-CDBG-Funds-Used-Support-Coronavirus-Response.pdf. The memorandum advised grantees to amend or prepare consolidated plan submissions for CDBG-CV grants as soon as possible. Grantees may have partially or fully completed the application process before HUD publishes this notice.

The April 9 memorandum also granted waivers to expedite this process of applying for CDBG-CV funds by permitting application for a grantee's share of the first $2 billion through a substantial amendment to a grantee's most recent annual action plan (the most recent year may be the 2019 annual action plan). These waivers and alternative requirements describing the content of a substantial amendment to add CDBG-CV allocations to the most recent annual action plan are in section III.B.4.(b)(i).

Submitting a substantial amendment may speed access to grant funds because consultation and public hearings are not required (although 24 CFR 570.441(e)(2) requires insular areas to hold a public hearing for amendments, section III.B.4.(a)(iii) waives this requirement for CDBG-CV substantial amendments). However, the April 9 memorandum does not preclude grantees from applying by submitting a FY 2020 Action Plan that includes the CDBG-CV funds. If the grantee chooses to include CDBG-CV grant funds in its annual action plan for FY 2020 funds, the grantee must comply with action plan submission procedures in 24 CFR part 91 (including consultation and a public hearing), as modified by the waiver and alternative requirements in paragraph III.B.4.(a)(iv), which apply the CARES Act citizen participation flexibilities to all consolidated plan formula grant programs.

The following procedures apply regardless of whether the grantee applies for CDBG-CV funds through an action plan or action plan substantial amendment:

- Rather than wait to apply until HUD allocates all available CDBG-CV funds, HUD recommends that grantees apply as soon as possible for CDBG-CV funds that HUD has allocated. Grantees receiving subsequent allocations can make substantial amendments to apply for subsequent allocation amounts after they are announced.
- All grantees may adopt and use expedited procedures to draft, propose, modify, or amend consolidated plans for CDBG-CV and fiscal year 2019 and 2020 CDBG grants as described in section III.B.4. These expedited procedures amend the grantee's citizen participation plan and require it be published for no less than 5 calendar days to solicit

public comment. Expedited procedures may include virtual hearings, as described in section III.B.4.(a)(ii).

- The grantee must publish its application for CDBG-CV funds (whether through a new action plan or action plan substantial amendment) for no less than 5 calendar days to solicit public comment. The comment period can run concurrently with the comment period on changes to add expedited procedures to the citizen participation plan. The grantee must respond to public comments.
- The grantee must submit its application for CDBG-CV funds to HUD for review in accordance with 24 CFR 91.500. To receive a CDBG-CV grant, a grantee must also submit a SF-424, SF-424D and the certifications at 24 CFR 91.225(a) and (b) or 24 CFR 91.325(a) and (b) and 24 CFR 91.425.
- HUD and the grantee will enter a grant agreement and HUD will establish the grantee's line of credit.
- The grantee may draw funds from the line of credit after the Responsible Entity completes applicable environmental review(s) pursuant to 24 CFR part 58 and, as applicable, receives from HUD the Authority to Use Grant Funds (AUGF) form and certification.

III.B.4. Application for Grant Funds and Citizen Participation

This section III.B.4. describes the CDBG program flexibilities in the CARES Act and additional waivers and alternative requirements that HUD granted to facilitate or expedite the process to amend consolidated plans and apply for CDBG-CV grants.

III.B.4.(a) Expedited Citizen Participation and Virtual Hearings

The CARES Act permits grantees to adopt expedited citizen participation procedures and hold virtual hearings for consolidated plan submissions for CDBG-CV funds and for CDBG grants for fiscal years 2019 and 2020. Section III.B.4.(a)(iii) includes a corollary waiver and alternative requirement to permit states to extend these flexibilities to units of general local government and insular areas. Section III.B.4.(a)(iv) includes a corollary waiver and alternative requirement extending these flexibilities to other consolidated plan formula programs.

III.B.4.(a)(i) Citizen Participation, Public Notice and Comment Period. The CARES Act authorizes a CDBG-CV grantee to adopt and utilize expedited procedures to prepare, propose, modify, or amend its consolidated plan, notwithstanding sections 104(a)(2), (a)(3), and (c) of the HCD Act (42 U.S.C. 5304(a)(2), (a)(3), and (c)) and section 105 of the Cranston-Gonzalez National Affordable Housing Act (NAHA, at 42 U.S.C. 12705). The expedited procedures may permit virtual hearings, as described in section III.B.4.(a)(ii), whenever a public hearing is required by 24 CFR 91.105 (entitlements), 91.115 (states), 570.431 (Hawaii counties), 570.441 (insular areas), or by the grantee’s citizen participation plan. Expedited procedures adopted by the grantee shall provide citizens with notice and a reasonable opportunity to comment of no less than 5 days.

Expedited procedures must be published for no less than 5 calendar days to solicit public comment, and once adopted, become part of the grantee’s citizen participation plan. The public comment period for incorporating expedited procedures into the citizen participation plan may run concurrently with the public comment period on a proposed CDBG-CV substantial amendment or other proposed consolidated plan submissions for CDBG-CV funds and fiscal year 2019 and 2020 CDBG grants. Consolidated plan submissions for other programs are addressed in section III.B.4.(a)(iv).

The CARES Act modifies the annual formula CDBG program requirement that a grantee must solicit comments from its citizens for a period of at least 30 days before it submits a substantial amendment or an annual action plan to HUD.

III.B.4.(a)(ii) Virtual Hearings. For as long as national or local health authorities recommend social distancing and limiting public gatherings for public health reasons, the CARES Act authorizes the grantee to hold virtual hearings in lieu of in-person public hearings for CDBG-CV grants and for fiscal year 2019 and 2020 CDBG grants (virtual hearings for other consolidated plan formula programs are addressed in section III.B.4.(a)(iv)). All virtual hearings held under the authority provided by the CARES Act shall provide reasonable notification and access for citizens in accordance with the grantee's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses.

Therefore, grantees may use online platforms to hold virtual hearings that facilitate public access to all questions and responses and provide timely responses from local officials. Additionally, grantees must take appropriate actions to encourage the participation of all residents, including the elderly, minorities, persons with limited English proficiency, as well as persons with disabilities, consistent with the jurisdiction's citizen participation plan.

The CARES Act does not modify nondiscrimination requirements. Consistent with 24 CFR 91.105 (entitlements) and 91.115 (states), and 24 CFR 570.431 (Hawaii counties) and 570.441 (insular areas), a jurisdiction is expected to take whatever actions are appropriate to encourage the participation of all its citizens in virtual and in-person hearings, including minorities and persons with limited English proficiency, as well as persons with disabilities. Whether hearings are in-person or virtual, grantees must take appropriate steps to ensure effective communication with persons with disabilities consistent with the requirements of accessibility laws, such as Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. The grantee must provide appropriate auxiliary aides and services where necessary to afford individuals with hearing and vision impairments an equal opportunity to access and participate in such hearings. These may include effective methods that make aurally delivered information available to individuals who are deaf or hard or hearing, and visually delivered materials available to individuals who are blind or have low vision. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place. In determining what types of auxiliary aids and services are necessary, a grantee shall give primary consideration to the requests of individuals with disabilities. In order to be effective, auxiliary aids and services should be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability. For virtual hearings, such steps should include ensuring that information is provided on an accessible website, that e-mails and other digital notifications are accessible, and that the application or platform used to host the hearing is also accessible. Additional services such as audio description or captioning may also be needed to provide effective communication in a digital context. Helpful guidelines for ensuring the accessibility of web-based and digital materials are available through the World Wide Web Consortium's Web Accessibility Initiative at https://www.w3.org/WAI/. Examples of auxiliary aids and services that may be necessary when conducting hearings online can be found at 28 CFR 35.104.

Grantees must also take reasonable steps to provide meaningful access to persons with limited English proficiency consistent with Title VI of the Civil Rights Act. To ascertain their obligations, grantees should conduct the four-factor analysis set forth in HUD's limited English proficiency guidance found at https://www.hud.gov/sites/documents/FINALLEP2007.PDF, which may be covered by grantees' Language Assistance Plan, recognizing that the use of the internet to conduct such a hearing may change the analysis. For virtual or online hearings, such services may also include translation of documents and captioning or interpretation in the appropriate language(s). More information on the four-factor analysis and other requirements can be found at https://www.hud.gov/sites/documents/FINALLEP2007.PDF.

III.B.4.(a)(iii) Modifications to citizen participation requirements for local governments that receive funds from States and for insular areas. HUD is clarifying that by authorizing states to adopt expedited citizen participation procedures, the CARES Act authorized expedited procedures and virtual public hearings for citizen participation by units of general local government that receive CDBG-CV funds from a state through a method of distribution. This is because 24 CFR 91.115(e) requires states to include citizen participation requirements for units of general local government in its own citizen participation plan. Expedited procedures must still describe how units of local governments receiving funds from the state will meet the citizen participation requirements in 24 CFR 570.486.

Additionally, HUD is waiving the requirement in 570.441(e)(2) that an insular area must hold a public hearing on a substantial amendment. Instead, HUD is imposing an alternative requirement to permit the insular area to adopt expedited requirements by modifying its citizen participation plan to replace the hearing if it provides community residents with reasonable notice and an opportunity to comment on substantial amendments to the consolidated plan or annual action plan.

III.B.4.(a)(iv) Extension of CARES Act Flexibilities to All Consolidated Plan Formula Programs (CDBG, CDBG-CV, HOME, HOPWA, HTF, ESG) and Section 108 Loan Guarantees. The CARES Act altered consolidated plan citizen participation requirements for some CDBG-CV grants, fiscal year 2019 and 2020 annual formula CDBG grants, and Emergency Solutions Grant supplemental CARES Act (ESG-CV) grants. It did not modify citizen participation for other annual formula CDBG and ESG grants, Section 108 Loan Guarantees, or for HOME Investment Partnerships (HOME), Housing Trust Fund (HTF), and Housing Opportunities for Persons With AIDS (HOPWA) formula programs before fiscal year 2019.

On April 1, 2020, HUD issued two waivers to modify citizen participation requirements for consolidated plan substantial amendments for CDBG, ESG, HOME, HTF, and HOPWA. The first eliminated the 30-day minimum for the required public comment period for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment concerning the proposed uses of CDBG, HOME, HTF, HOPWA, or ESG funds. The second allowed grantees to determine what constitutes reasonable notice and opportunity to comment, given their circumstances, for the 2020 program year. The waivers were published in a memorandum signed by Acting Assistant Secretary John Gibbs on March 31, 2020. It is available at: https://www.hud.gov/sites/dfiles/CPD/documents/Availability-of-Waivers-of-CPD-Grant-Program-and-Consolidated-Plan-Requirements-to-Prevent-the-Spread-of-COVID-19-and-Mitigate-Economic-Impacts-Caused-by-COVID-19.pdf

HUD is now issuing waivers and alternative requirements to expedite procedures to modify citizen participation plans for *all* 2020 fiscal year consolidated plan and annual action plan submissions that pertain to ESG, HOME, HTF, and HOPWA formula programs. The waivers are necessary to effectively implement the CARES Act flexibilities offered to CDBG grantees because planning and annual action plan consolidated plan submissions for CDBG-CV and CDBG grants are inextricably linked with the consolidated plan submissions for ESG, HOME, HTF, and HOPWA.

In 1995, HUD published the consolidated plan regulation at 24 CFR part 91. The consolidated plan replaced the following separate application and planning submissions: the Comprehensive Housing Affordability Strategy (CHAS), enacted by NAHA at 42 U.S.C. 12701, the Community Development Plan requirements, added to the CDBG program by NAHA (42 U.S.C. 5304), the CDBG final statement, the HOME program description, and the ESG and HOPWA applications. In 2015, HUD published an interim rule that added HTF to the consolidated planning regulations. States and units of general local government (including insular areas) that apply for Section 108 loan guarantees pursuant to 24 CFR 570.704 may also be required to include the use of guaranteed loan funds in their consolidated plans.

Grantees that apply for CDBG-CV or CDBG funds as part of their 3-5 year consolidated plan or annual action plan submissions cannot reasonably take advantage of the expedited CARES Act citizen participation requirements unless the other programs included in these submissions are subject to the same expedited requirements. Creating a separate application process for CDBG-CV and CDBG funds would add time and complications that are likely to delay the availability of funds and undermine the purpose of the CARES Act provisions to expedite assistance. Further, separating CDBG planning and applications would thwart several of the reasons cited for the consolidated planning rule, e.g., providing comprehensive information on the jurisdiction that is easy to understand and reducing paperwork and simplifying the process of requesting and obtaining federal funds available to the jurisdictions (60 FR 1878, published January 5, 1995).

Therefore, HUD is waiving provisions at 24 CFR 91.105(b)(4), (c)(2) and (k), 24 CFR 91.115(b)(4), (c)(2) and (i), 24 CFR 91.401, 24 CFR 570.431, 24 CFR 570.441, and 24 CFR 570.704 to the extent necessary to permit the following alternative requirement: CDBG, HOME, HTF, HOPWA, and ESG grantees may modify their citizen participation plans to adopt expedited procedures that apply when the grantees prepare, propose, modify, or amend any consolidated plan submissions that contain uses of CDBG-CV funds or uses of fiscal year 2019 or 2020 CDBG funds to prevent, prepare for, and respond to coronavirus. The expedited procedures must, at a minimum, provide citizens with notice and a reasonable opportunity to comment of no less than 5 days.

Additionally, HUD is waiving provisions at 24 CFR 91.105(b) and (e), 24 CFR 91.115(b) and (e), 24 CFR 91.401, and 24 CFR 570.431, 570.441, and 570.486(a) to the extent necessary to establish the following alternative requirement. For as long as national or local health authorities recommend social distancing and limiting public gatherings for public health reasons, CDBG, ESG, HOME, HTF, and HOPWA grantees, and units of general local government receiving CDBG funds from state or insular area CDBG grantees, may hold virtual hearings in lieu of in-person public hearings to fulfill public hearing requirements imposed by 42 USC 12707(a)(3) and the regulations at 24 CFR part 91 and 24 CFR part 570, or by the grantee's citizen participation plan.

For each virtual hearing, a grantee shall provide reasonable notification and access for citizens in accordance with the grantee's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses. Therefore, grantees may use online platforms to hold virtual hearings that provide public access to questions and responses and provide timely responses from local officials. This alternative requirement is only applicable to consolidated planning submissions describing the use of fiscal year 2019 or 2020 annual formula funds for CDBG, ESG, HOME, HTF, and HOPWA, or for CDBG-CV or ESG-CV funds provided under the CARES Act.

HUD cannot modify requirements for CDBG grantees to mirror the elimination of citizen participation for substantial amendments and new consolidated plan submissions for ESG-CV funds because HUD cannot waive the minimum requirements the CARES Act imposed on CDBG grantees. Therefore, this waiver and alternative requirement does not alter or expand the authority for ESG grantees to omit the citizen participation and consultation requirements for consolidated plan submissions that only pertain to ESG CARES Act (ESG-CV) funding.

III.B.4.(b) CDBG-CV Application Content and Submission

III.B.4.(b)(i). CDBG-CV Application Content, Submission, Consistency with Other Portions of Consolidated Plan. In the April 9 memorandum, HUD issued a waiver and alternative requirement that permits a grantee to apply for CDBG-CV funds by submitting a substantial amendment to its most recently approved annual action plan. Grantees may also apply for CDBG-CV funds in a future annual action plan submission.

As part of the application submission, HUD is temporarily waiving the requirements (found at 42 U.S.C. 12706 and 24 CFR 91.325(a)(5) and 91.225(a)(5)) that grantees certify that the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan portion of the consolidated plan. HUD is imposing a related alternative requirement that allows grantees to submit those certifications when the grantee submits its next full (3-5 year) consolidated plan due after the 2020 program year. Grantees may not have considered the needs associated with CDBG-CV funds when developing their current consolidated plan strategic plan and needs assessment.

In conjunction, HUD is temporarily waiving 42 U.S.C. 5304(e) to the extent that it requires HUD to annually review grantee performance under the consistency criteria. This waiver also only applies until the grantee submits its next full (3-5 year) consolidated plan due after the 2020 program year.

Applying through a substantial amendment to the most recent action plan. If the CDBG-CV application is submitted as a substantial amendment to the most recent annual action plan, the substantial amendment must include the CDBG-CV allocation as an available resource for the year. The amendment must include the proposed use of all funds and how the funds will be used to prevent, prepare for, and respond to coronavirus. To permit this expedited application process, in the April 9 memorandum HUD waived statutory provisions at 42 U.S.C. 12705(a)(2) to the extent they require updates to the housing and homeless needs assessment, (24 CFR 91.205 and 91.405), housing market analysis (24 CFR 91.210 and 91.410), and strategic plan (24 CFR 91.215 and 91.415. HUD also waived 24 CFR 91.220 (entitlements) and 91.320 (states), to the extent those regulations limit the action plan to a specific program year, to permit grantees to prepare substantial amendments to their most recent annual action plan (including their 2019 annual action plan).

In the April 9 memorandum, HUD also issued a waiver and alternative requirement to 24 CFR 91.505 to facilitate the use of the CDBG-CV funds to the extent necessary to require submission of the substantial amendment to HUD for review in accordance with 24 CFR 91.500, and required that, to receive a CDBG-CV grant, a grantee must also submit a SF-424, SF-424D, and the certifications at 24 CFR 91.225(a) and (b) (entitlements) or 24 CFR 91.325(a) and (b) (states).

HUD is now adding to the waivers in the April 9 memorandum as follows. The abbreviated consolidated plan regulations for insular areas at 24 CFR 570.440(i) are waived to the extent necessary to impose the same alternative requirements in the April 9, 2020 waiver, so that if an insular area applies for CDBG-CV funds by submitting a substantial amendment to an abbreviated consolidated plan, the following requirements apply. The substantial amendment must include the CDBG-CV allocation as an available resource for the year. The amendment must include the proposed use of all funds and how the funds will be used to prevent, prepare for, and respond to coronavirus. The grantee must submit the substantial amendment to HUD for review in accordance with 24 CFR 91.500, and to receive a CDBG-CV grant, it must submit a SF-424, SF-424D and the certifications at 24 CFR 570.440(e).

If CDBG-CV funds are included in a substantial amendment to the most recently submitted annual action plan, existing cooperation agreements between a local government and an urban county governing other CDBG funds in the most recently submitted annual action plan (for purposes of either an urban county or a joint program) will automatically cover CDBG-CV funding as well. These cooperation agreements will continue to apply to the use of CDBG-CV funds for the duration of the CDBG-CV grant.

Applying through a new annual action plan submission. The action plan submission procedures in 24 CFR part 91 (including consultation and a public hearing) apply to grantees that choose to submit CDBG-CV applications by including CDBG-CV funds in a new annual action plan submission. Content of action plans is described at 24 CFR 91.220 (entitlements), 91.320 (states), and 24 CFR 570.440 (insular areas).

Applying for additional CDBG-CV allocations. The waivers and alternative requirements in the April 9 memorandum apply to all allocations of CDBG-CV funds. HUD encourages grantees to apply for additional allocations of CDBG-CV funds as they are announced by submitting substantial amendments to their most recent annual action plan. Grantees are advised that an application for an additional allocation of CDBG-CV funds should be submitted as a substantial amendment to the annual action plan that describes the first CDBG-CV allocation.

An application submitted as a substantial amendment must include the CDBG-CV allocation as an available resource for the year and include the proposed use of all funds and how the funds will be used to prevent, prepare for, and respond to coronavirus.

HUD strongly encourages grantees to apply for allocations through substantial amendments as they are announced. However, grantees that have not submitted applications for CDBG-CV funds when additional allocations are announced may submit a single application for all allocations as a substantial amendment to the most recent annual action plan, or as part of a new annual action plan.

*III.B.4.(b)(ii). Content of CDBG-CV application for States Acting Directly***.** The waiver and alternative requirement in paragraph III.B.6.(b)(i) permit states to carry out activities directly. Therefore, HUD is granting the following waiver and alternative requirement to amend 24 CFR 91.320(d) and 24 CFR 91.320(k)(1)(i) to the extent necessary to require a state to submit a description of a method of distribution and include a list of the use of all funds for activities it will carry out directly, and how the use of the funds will prevent, prepare for, and respond to coronavirus. A state that has already submitted its application for CDBG-CV funds may amend its annual action plan that describes the use of CDBG-CV funds to modify its description of a method of distribution and include a list of the use of all funds for activities it will carry out directly, and how the use of the funds will prevent, prepare for, and respond to coronavirus.

III.B.4.(b)(iii). Deadline to Apply for Assistance. Under the CARES Act, the deadline is August 16, 2021, for grantees to submit their CDBG-CV action plan and the annual Action Plan for fiscal year 2019 and 2020 CDBG funds. This deadline supersedes the August 16, 2020 deadline established by 24 CFR 91.15 in accordance with section 116(b) of the HCD Act.

III.B.5. Allowable Costs, Eligible Activities and National Objectives

This section describes modifications to the CDBG program requirements that address allowability of costs that can be charged to CDBG-CV grants.

III.B.5.(a) Use of Funds for CARES Act Purposes

The grantee is required to use all CDBG-CV funds for CDBG-eligible activities that are carried out to prevent, prepare for, and respond to coronavirus. CDBG-CV grants cannot be used for any other purpose. This requirement is discussed more fully in section III.B.5.(f), which discusses eligible activities.

Additionally, HUD weighed the purpose of the CARES Act to prevent, prepare for, and respond to coronavirus with the intent of Congress expressed in section 101I of the HCD Act (42 U.S.C. 5301(c) that CDBG funds not be utilized to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance. Given the extreme and unexpected downturn in local and national economic conditions, local resources are strained. Jurisdictions must provide new and expanded support with fewer resources. Therefore, HUD has concluded that when CDBG funding is used for purposes of the CARES Act, it is not considered to substantially replace the amount of local financial support previously provided to community development activities.

III.B.5.(b) Reimbursements

The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of activities to prevent, prepare for, and respond to coronavirus incurred by a state or locality regardless of the date on which such costs were incurred. This authority is broader than the authority to reimburse costs with other CDBG funds.

The term “locality” is not defined by the CARES Act, the HCD Act, or the CDBG program regulations. For purposes of CDBG-CV grants, a “locality” shall mean units of general local government, as defined in section 102 of the HCD Act.

The CARES Act also requires that all costs reimbursed with CDBG-CV funds be allowable costs, meaning they comply with all grant requirements. Therefore, HUD is adopting the following waivers and alternative requirements to 24 CFR 570.200(h) and 570.489(b) to facilitate the use of CDBG-CV funds to reimburse allowable costs by modifying current regulations that are inconsistent with CARES Act reimbursement authority and imposing safeguards to help ensure the allowability of all costs charged to the CDBG-CV grant:

Grantees shall not reimburse costs incurred before January 21, 2020, without written approval from HUD’s Office of Block Grant Assistance (OBGA), by emailing the contact person listed at the beginning of this notice. HUD is imposing a presumption that costs of activities undertaken before January 21, 2020, the date the CDC confirmed the first case of coronavirus in the United States in the State of Washington,[1] are highly unlikely to be eligible for reimbursement because they likely are not costs to prevent, prepare for, and respond to

[1]See CDC Press Release at: https://www.cdc.gov/media/releases/2020/p0121-novel-coronavirus-travel-case.html

coronavirus. The need to pay for coronavirus-related costs incurred after this date far exceeds the amount of CDBG-CV funds available. HUD cautions that it will only consider granting written approval in extraordinary cases where the clear link to the purposes of the CARES Act is documented by substantial evidence provided to HUD by the grantee. Inquiries related to this requirement can be submitted to the contact identified above for this notice.

HUD is waiving the requirements of 570.200(h) and 570.489(b) to the extent necessary to authorize a grantee to permit reimbursement of pre-application costs of subrecipients, units of general local government, and itself, in addition to pre-agreement and pre-award costs. However, an environmental review must be performed and a release of funds must be obtained in accordance with 24 CFR part 58 prior to committing CDBG-CV funds to reimburse such costs. After the grantee signs a CDBG-CV agreement it may reimburse a unit of general local government or subrecipient for costs incurred before the unit of general local government or subrecipient applies to the grantee for assistance.

For grantees subject to the entitlement CDBG regulation at 24 CFR 570.200(h), the following waivers and alternative requirements apply: in lieu of the effective date described at 570.200(h), the grantee shall use the date in box 4 of form HUD-7082, Funding Approval/Agreement. HUD is waiving the requirement at 570.200(h)(1)(i) and (ii) that the activity for which costs are incurred must be included in a consolidated plan action plan or amended consolidated plan action plan before incurring the costs. Instead, the activity for which costs were incurred must be included in the grantee's CDBG-CV application before CDBG-CV funds are used to reimburse those costs. Or, if the use of CDBG-CV funds for reimbursements is not included in the CDBG-CV application, this use may be included in a subsequent amendment to the annual action plan that describes the use of the CDBG-CV funds (following the grantee's citizen participation plan procedures for amendments). To facilitate the use of funds provided under a one-time grant rather than an annual appropriation, HUD is waiving the time limitation and the monetary limitation on reimbursements in 570.200(h)(1)(v) and (vi) and related provisions at 570.200(h)(2). HUD is not waiving the requirement at 570.200(h)(1)(iii) to comply with the environmental review procedures stated in 24 CFR Part 58.

All grantees may authorize subrecipients to incur pre-award costs in accordance with pre-agreement cost authority under 24 CFR 570.489(b) (states) and pre-award cost authority under 24 CFR 570.200(h) (entitlements), as modified above. Consistent with the waiver and alternative requirement in paragraph III.B.6.(b)(i) that authorizes states to act directly, the provisions of 24 CFR 570.489(b) are waived to the extent necessary to authorize a state to charge to the grant pre-agreement costs of its subrecipients in addition to the pre-agreement costs of units of general local government, in accordance with procedures established by the state and subject to the requirements that apply to pre-agreement costs of units of general local government in 24 CFR 570.489(b), and the requirements that apply to the use of CDBG-CV funds.

While provisions of 24 CFR 570.489(b) requiring compliance with 24 CFR Part 58 do not apply prior to an application for CDBG-CV funds, a unit of general local government or state must document compliance with the environmental review requirements at 24 CFR Part 58 following the application to the state or unit of general local government for funding and prior to reimbursement of pre-application costs, per 24 CFR 570.200(h)(1)(iii) and 24 CFR 570.489(b). If a grantee cannot meet all requirements at 24 CFR Part 58 and cannot demonstrate there was no environmental harm committed, the pre-application costs cannot be reimbursed with CDBG-CV or other HUD funds.

III.B.5.(c) Terms and Conditions Made Applicable by the CARES Act

The CARES Act subjects CDBG-CV funds to the authorities and conditions applicable to annual CDBG grants for fiscal year 2020. Therefore, the following requirements apply to CDBG-CV grants:

III.B.5.(c)(i). Limitations on Use of Funds for Eminent Domain. The grantee shall ensure that no CDBG-CV funds are used to support any Federal, state, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

III.B.5.(c)(ii). Prohibition on Certain Funds Transfers. The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the HCD Act or permitted by waiver and alternative requirements that apply to the use of CDBG-CV funds.

III.B.5.(c)(iii). E.O. 12372-Special Contract Condition. Notwithstanding any other provision governing CDBG-CV funds, no funds may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

III.B.5.(c)(iv). Mandatory Evaluation of Special Economic Development Activities. CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." Given the likelihood that CDBG-CV funds will be used to assist businesses needing working capital financing for everyday operations, such as payroll costs, HUD intends to provide advice or technical assistance on the application of the guidelines and objectives set forth in Appendix A to such assistance. HUD will consider providing advice or technical assistance in recognition of the differences in underwriting assistance for the wide range of economic development projects permitted under section 105(a)(17) (as implemented at 24 CFR 570.203(b)).

III.B.5.(d) National Objectives

*III.B.5.(d)(i) Use of Urgent Need National Objective***.** HUD has received questions regarding the records necessary to document that a grantee's activities to prevent, prepare for, and respond to coronavirus satisfy the urgent need national objective. To meet the urgent need national objective criteria at 24 CFR 570.208(c) (entitlements) and 570.483(d) (states), a grantee (or in the case of the State CDBG program, a unit of general local government or a state, if the state is carrying out activities directly as authorized by section III.B.6.(b)(i)) must certify that: (1) the activity is designed to alleviate existing conditions; (2) those existing conditions pose a serious and immediate threat to the health or welfare of the community and are of recent origin or recently became urgent; and (3) that the grantee, state, or unit of general local government is unable to finance the activity on its own, and that other sources of funds are not available. The State CDBG regulation at 24 CFR 570.483(d) requires the state's determination of these elements in addition to the unit of general local government's certification.

Entitlement grantees must maintain records required by 24 CFR 570.506(b)(12) to document: (1) the nature and degree of seriousness of the condition requiring assistance and the timing of its development; (2) evidence that the recipient certified that the CDBG activity was designed to address the urgent need; and (3) evidence confirming that other financial resources to alleviate the need were not available. The State CDBG recordkeeping requirements at 24 CFR 570.490 require states and state recipients to maintain records to demonstrate compliance with the urgent need criteria.

The following information provides guidance on how a grantee may satisfy existing recordkeeping requirements for the urgent need national objective criteria in addition to a grantee's or unit of general local government's certification and a state's determination (or state's certification, if the state is acting directly):

Criteria 1: Is the activity designed to alleviate existing conditions? For CDBG-CV grants, the records the grantee maintains to demonstrate that the activity was designed to alleviate existing conditions can be the same records used to show that grant funds were used to prevent, prepare for, and respond to coronavirus, as required by the CARES Act.

Criteria 2: Does the condition pose a serious and immediate threat to the health or welfare of the community that is of recent origin or that recently became urgent? In light of the severity of coronavirus and the urgency of the nation in addressing its impacts, pursuant to 24 CFR 570.208(c) (entitlements) or 24 CFR 570.483(d) (states), a grantee may certify that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community within 18 months following a date determined by one of the following three methods:

- Referral to a U.S. Department of Health and Human Services issued press release declaring a public health emergency for the entire United States found at https://www.hhs.gov/about/news/2020/01/31/secretary-azar-declares-public-health-emergency-us-2019-novel-coronavirus.html. The declaration was retroactive to January 27, 2020;
- Referral to the President's declaration of the ongoing Coronavirus Disease 2019 (COVID-19) pandemic as an emergency of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C.

5121-5207 (the "Stafford Act"). (The President subsequently approved additional major disaster declarations for states); or

- Referral to the effective date of a grantee's own local or state emergency declaration.

Criteria 3: Is the grantee or unit of general local government unable to finance the activity on its own, and are other sources of funds are not available to carry out the activity? The extreme needs of local governments resulting from coronavirus in the United States outweigh available resources, despite the extraordinary level of assistance provided to states and units of general local government under the CARES Act. Therefore, documentation that the activity will prevent, prepare for, and respond to the coronavirus may be used to demonstrate that a grantee or unit of general local government is unable to finance the activity on its own.

All CDBG-CV grantees are required to establish and maintain adequate procedures to prevent any duplication of benefits for assisted activities (as discussed in section III.B.9. of this notice). To demonstrate that no financial assistance has been received or is available to pay costs charged to a CDBG-CV grant, a grantee may demonstrate that no other funds are available for an activity by maintaining records of compliance with mandatory duplication of benefits requirements described in section III.B.9.

All grantees are reminded to consider how the use of the urgent need national objective will affect their compliance with the CDBG "overall benefit" requirements discussed in paragraph III.B.5.(d)(iv).

*III.B.5.(d)(ii) Modification of Location-Based Presumption of LMI Benefit for Job Creation and Retention National Objective Criteria***.** To facilitate the use of funds for economic development, HUD is removing the higher poverty rate required in some cases for central business districts, which is not required by statute. HUD is instituting an alternative requirement to modify the regulations at 24 CFR 570.208(a)(4)(v) (entitlement) and 24 CFR 570.483(b)(4)(v) (state) by deleting the criteria at 24 CFR 570.208(a)(4)(v)(B) (entitlement) and 24 CFR 570.483(b)(4)(v)(B) (state). Under this alternative requirement, for purposes of the LMI job creation/retention national objective at 24 CFR 570.208(a)(4) and 24 CFR 570.483(b)(4), a census tract qualifies for the presumptions under the criteria established in regulations at 24 CFR 570.208(a)(4)(v) and 24 CFR 570.483(b)(4)(v) if the poverty rate is at least 20 percent and if it evidences pervasive poverty and general distress using the criteria described in 24 CFR 570.208(a)(4)(v)(C) (entitlement) and 24 CFR 570.483(b)(4)(v)(C) (states).

This alternative requirement eliminates a requirement that census tracts that contain at least a portion of a central business district must have a poverty rate of at least 30 percent before residents and businesses in the tract are entitled to a presumption of low- and moderate-income (LMI) benefit. HUD has determined that eliminating the 30 percent requirement for tracts that contain central business districts will standardize the required poverty rate to meet the presumption regardless of where the persons or the business is located, which facilitates the use of grant funds to assist desperate businesses. Central business districts are hubs that contain many coronavirus-affected businesses and facilitating assistance to businesses that seek to retain jobs is consistent with the purposes of the CARES Act. Standardizing the poverty rate for the LMI benefit presumption may help to avoid wholesale collapse of central business districts at a when many businesses have closed or at risk of closing due to insufficient revenues.

III.B.5.(d)(iii) LMI Job Creation and Retention Records. HUD is establishing the following waiver and alternative requirement to facilitate and expedite assistance to coronavirus-affected businesses by streamlining national objective criteria and recordkeeping requirements for activities that benefit LMI persons by retaining or creating jobs. The normal job creation and retention recordkeeping requirements consider family income when determining whether a beneficiary is a person of low or moderate income, but these requirements are likely to be burdensome during a time when unemployment has surged and family income is more difficult to document. Collection of income information directly from assisted businesses can streamline assistance. Therefore, notwithstanding that the definitions of low-income person and moderate-income person in 24 CFR 570.3 are based on family income, for purposes of meeting the national objective criteria for job creation or retention at 24 CFR 570.208(a)(4) and 24 CFR 570.483(b)(4), HUD is imposing the following waiver and alternative requirement: grantees and employers may consider individuals that apply for or hold jobs to be members of one-person families for activities that prevent, prepare for, and respond to coronavirus. HUD is also modifying related recordkeeping requirements at 24 CFR 570.506(b)(7) (entitlement) and the jointly agreed upon requirements referenced in 24 CFR 570.490 (state) by adding the following additional presumption: the recipient may substitute records showing the type of job and the annual wages or salary of the job in lieu of maintaining records showing the person's family size and income to demonstrate that the person who filled or held/retained the job was a low- or moderate-income person, when required by paragraph 24 CFR 570.506(b)(5)(i)(B), (b)(5)(ii)(C), (b)(6)(iii) or (b)(6)(v) (entitlement) or the requirements referenced in 24 CFR 570.490 (state). HUD will consider the person income-qualified if the annual wages or salary of the job is equal to or less than the Section 8 low-income limit established by HUD for a one-person family. Under this alternative requirement, a grantee will have substantially reduced documentation requirements because they will be working with assisted businesses rather than each person, and potentially their households, who received a job.

*III.B.5.(d)(iv) Overall Benefit to LMI Persons***.** HUD is establishing an alternative requirement to modify the calculation of overall LMI benefit, so that compliance with the requirement is separated from the annual formula CDBG program calculation of overall benefit. Overall LMI benefit for CDBG-CV grants will be calculated based on the percentage of the CDBG-CV grant that benefits LMI persons. This alternative requirement is consistent with the idea that one-time, supplemental funding should not skew the calculation of overall benefit for use of annual formula CDBG grants and guaranteed loan funds. This modification expedites and facilitates the use of funds in part by enabling grantees to best plan which activities will benefit LMI persons.

Section 101I of the HCD Act (42 U.S.C. 5301(c)) establishes the primary objective of the HCD Act: the "development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income." CDBG-CV grants are subject to the requirement that 70 percent of funds are for activities that benefit LMI persons. The requirements at 42 U.S.C. 5301(c), 42 U.S.C. 5304(b)(3)(A), 24 CFR 570.200(a)(3) (entitlements and nonentitlement counties in Hawaii), 24 CFR 570.420(d)(2)-(3) (insular areas), and 24 CFR 570.484 (states) shall remain in place to the extent that they require the grantee to ensure that 70 percent of its CDBG-CV grant be expended for activities that benefit LMI persons. As an alternative requirement, however, HUD is requiring that grantees must demonstrate compliance with the overall benefit requirement separately for a grantee's total CDBG-CV grant allocation and not in combination with annual formula CDBG funding or commitments under the Section 108 Loan Guarantee program.

Under this alternative requirement, there is no option for grantees to select the timeframe for compliance. HUD previously instructed grantees to submit certifications required by 24 CFR 91.225 (entitlements) or 24 CFR 91.325 (states). The regulations at 24 CFR 91.225(b)(4)(ii) and 24 CFR 91.325(b)(4)(ii) require grantees to certify that the aggregate use of CDBG funds will comply with the overall benefit requirement during a period specified by the jurisdiction, consisting of one, two, or three specific consecutive program years. Under this alternative requirement, grantees are not required to carry out the grant consistent with the mandatory overall benefit certification because HUD has changed the requirement related to overall benefit.

III.B.5.(e) Public Benefit

*III.B.5.(e)(i) Elimination of Aggregate Public Benefit Test***.** HUD is waiving the standard for aggregate public benefit that applies to economic development activities described in 24 CFR 570.209(b)(1)-(2) (entitlement) and in 24 CFR 570.482(f)(2)-(3) (state). The public benefit standards were designed to require that economic development activities, in the aggregate, provide an appropriate amount of public benefit based on the amount of CDBG funds used. Given the clear benefit derived from addressing economic disruptions due to coronavirus, CDBG-CV grantees can adequately demonstrate public benefit based on the individual public benefit standards, as modified by waivers and alternative requirements in section III.B.5.(e)(ii).

Therefore, to facilitate and expedite the use of CDBG-CV funds for coronavirus-related economic development activities, HUD is waiving the aggregate public benefit standards at 24 CFR 570.209(b)(1)-(2) (entitlement) and 24 CFR 570.482(f)(2)-(3) (state). In granting this waiver, HUD notes that based on the growing number of urgent requests for economic development assistance, particularly from small business, grantees are likely to have difficulty determining the appropriate amount of CDBG assistance, in the aggregate, for their current and next program years.

III.B.5.(e)(ii) Modification of Individual Public Benefit Standards. To facilitate the use of grant funds by providing greater leeway to grantees to identify the most advantageous means of providing economic development assistance, HUD is modifying the individual public benefit standards. HUD is imposing a waiver and alternative requirement to establish an alternative means by which grantees can demonstrate public benefit from the use of CDBG-CV funds for individual special economic development activities.

Certain economic development activities described in 24 CFR 570.209 (entitlement) and in 24 CFR 570.482(f)(1) (state) are subject to individual public benefit standards at 24 CFR 570.209(b)(3) (entitlement) and 24 CFR 570.482(f)(4) (state). Grantees must satisfy these public benefit standards to show that the amount of CDBG funds used for individual economic development activities is appropriate relative to the benefit to the public from those activities.

HUD is waiving the individual standards at 24 CFR 570.209(b)(3) and 24 CFR 570.482(f)(4) and imposing the following alternative requirement. For activities subject to the public benefit standards, grantees must document that: a) the activity will create or retain at least one full-time equivalent, permanent job per $85,000 of CDBG funds used; b) the activity will provide goods or services to residents of an area such that the number of LMI persons residing in the area served by the assisted businesses amounts to at least one LMI person per $1,700 of CDBG funds used; or c) the assistance was provided due to business disruption related to coronavirus (in which case, no monetary standard applies because HUD has determined that there is sufficient public benefit derived from the provision of assistance to stabilize or sustain businesses in the grantee's jurisdiction that suffer disruption due to coronavirus, and that facilitation of business assistance for this purpose may help to avoid complete economic collapse within the grantee's jurisdiction). This alternative requirement does not modify the requirements related to eligible activities and national objectives criteria.

III.B.5.(f) Eligible Activities

Grantees may use CDBG-CV funds only for those activities carried out to prevent, prepare for, and respond to coronavirus. By law, use of funds for any other purpose is unallowable. To satisfy these purposes, grantees may assist activities that respond to direct effects, such as the need to rehabilitate a building to add isolation rooms for recovering coronavirus patients. A grantee may also undertake activities to address indirect effects of the virus, such as the economic and housing market disruptions caused by social distancing measures and stay at home orders implemented to prevent the spread of coronavirus.

Some activities clearly tie back to the purposes of the CARES Act, such as public services, economic development and microenterprise assistance, public facilities, and the rehabilitation of private buildings to provide housing. However, HUD is not prohibiting grantees from carrying out any particular CDBG eligible activity described in the HCD Act and the part 570 regulations, because other CDBG eligible activities, such as acquisition, can justifiably be used to fulfill the CARES Act purposes depending upon the circumstances.

To remain consistent with the structure of a block grant program and the flexibility of CDBG to provide multiple avenues to achieve the purposes of the CARES Act, HUD is implementing the limitation that funds be used for the coronavirus-related purposes of the CARES Act by requiring grantees to document the use of funds to prevent, prepare for, and respond to coronavirus, rather than by expressly prohibiting grantees from undertaking any of the eligible activities described in the HCD Act. HUD cautions grantees that the recordkeeping requirements of this notice require clear documentation that all uses of funds satisfy the statutory purposes of the CARES Act.

The current needs to prevent, prepare for, and respond to coronavirus may require use of CDBG-CV funds for uncommon activities. HUD is preparing a series of technical assistance products that describe opportunities to quickly deploy CDBG-CV funds to address immediate needs. As this technical assistance is developed, it will be posted on the CDBG-CV page on the https://www.hud.gov/program_offices/comm_planning/cdbg_programs_covid-19.

When identifying eligible activities to be carried out with CDBG-CV funds, grantees can reduce the potential for duplication of benefits by designing activities that address needs not covered by other sources of financial assistance. More information on requirements to prevent the duplication of benefits is described in section III.B.9.

III.B.5.(f)(i) Extension of Emergency Payments. HUD is providing an alternative requirement to extend the period that grantees can make emergency grant payments on behalf of individuals and families. Normally, CDBG funds may not be used for income payments, which are not included among eligible activities in section 105(a) of the HCD Act for states, and which are expressly prohibited by 24 CFR 570.207(b)(4) in the Entitlement CDBG regulations. The phrase *income payments* means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage) or utilities, but excludes *emergency payments* made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family.

Coronavirus has had a massive impact on families' ability to work for pay, make rent or mortgage payments, access or pay for food, clothing, and basic utilities, and access many other essential items and services. To help individuals and families address these challenges, HUD is waiving section 105(a)(8) of the HCD Act and 24 CFR 570.207(b)(4) only to the extent necessary to establish the following alternative requirement: CDBG-CV funds may be used to provide emergency payments for individuals or families impacted by coronavirus for items such as food, clothing, housing (emergency rental assistance or mortgage assistance) or utilities for up to six consecutive months.

Emergency payments must be made to the provider of such items or services on behalf of an individual or family, and not directly to an individual or family in the form of income payments, debit cards, or similar direct income payments. CDBG-CV grantees must ensure that proper documentation is maintained to ensure that all costs incurred are eligible. Grantees using this alternative requirement must document, in their policies and procedures, how they will determine the amount of assistance to be provided is necessary and reasonable.

III.B.5.(f)(ii) Opportunity Zones and Related Flexibilities for Economic Development. To facilitate and expedite the use of grant funds for economic development during this time of extraordinary need, HUD is clarifying the existing requirements and adopting an alternative requirement that expands economic development activities that can be carried out with CDBG-CV funds. HUD is adopting this alternative requirement because the entitlement regulations at 24 CFR 570.203(b) describe some financing mechanisms for economic development, but do not provide an exhaustive list of the forms of support grantees can provide to private, for-profit businesses and to nonprofits for special economic development activities. Many economic development activities are carried out in conjunction with other forms of assistance and Federal tax-based programs that help provide additional sources of financing for economic development, particularly in LMI areas. HUD wants to facilitate the ability for grantees to use CDBG-CV funds to fill financing gaps that cannot be met by other sources and quickly launch critical economic development projects, particularly in Opportunity Zones and other target areas, without taking the time to seek additional clarification from HUD on activity eligibility for individual projects.

First, this notice clarifies an existing requirement of economic development activities that grantees may carry out pursuant to 24 CFR 570.203(b) (entitlement) or section 105(a)(17) of the HCD Act (state). Grantees may provide assistance to an economic development project through a for-profit entity that passes the funds through a financing mechanism (e.g., Qualified Opportunity Funds and New Markets Tax Credit (NMTC) investment vehicles). The regulations at 24 CFR 570.203(b) already list forms of support by which grantees can provide assistance to private, for-profit businesses where the assistance is appropriate to carry out an economic development project. HUD has previously interpreted this provision to allow for CDBG assistance to NMTC investment vehicles. This clarification makes clear that such assistance through any financing mechanism (which is not limited to NMTC investment vehicles) is eligible under 24 CFR 570.203(b). The regulation also does not apply to states, but states may consider 24 CFR 570.203(b), as clarified by the following alternative requirement, as guidance in the same way that they may consider other Entitlement CDBG regulations.

HUD is not waiving 24 CFR 570.203(b) (entitlement) or section 105(a)(17) (state), and other statutory and regulatory requirements remain in place.

Second, this notice establishes an alternative requirement that expands the authority in section 105(a)(15) of the HCD Act and 24 CFR 570.204 to permit grantees subject to entitlement CDBG regulations to assist nonprofit organizations serving the development needs of their jurisdiction by carrying out community economic development projects through a financing mechanism. The nonprofit may pass assistance through a financing mechanism to another entity based on the language in section 105(a)(15) of the HCD Act. Grantees subject to entitlement regulations must document that the assisted nonprofit is serving the development needs of the jurisdiction and that the assistance is used for a community economic development project that is necessary to prevent, prepare for, and respond to coronavirus.

III.B.5.(f)(iii) Public Services Cap. The CARES Act provides that notwithstanding section 105(a)(8) of the HCD Act (42 U.S.C. 5305(a)(8)), there shall be no per centum limitation for the use of funds for public services activities to prevent, prepare for, and respond to coronavirus. The CARES Act provides this flexibility for all CDBG-CV funds and CDBG funds appropriated in fiscal years 2019 and 2020 to the extent that grantees use these funds to carry out public service activities to prevent, prepare for, and respond to coronavirus.

Following enactment of the CARES Act, the public services cap described in section 105(a)(8) of the HCD Act and 24 CFR 570.201(e) has no effect on CDBG-CV grants. Program income generated by the use of CDBG-CV funds is given special treatment, as discussed in III.B.6.(a). Therefore, notwithstanding the provisions of section 105(a)(8) of the HCD Act, program income is not a consideration for purposes of determining the amount of CDBG-CV funds that can be expended on public services. The calculation of the public services cap for fiscal year 2020 and 2019 annual formula CDBG grants is discussed in section IV.B.4.(a).

III.B.5.(f)(iv) Other Public Services Considerations. HUD reminds grantees to comply with other requirements in section 105(a)(8) of the HCD Act, and for grantees subject to entitlement CDBG regulations, 24 CFR 570.201(e). Namely, CDBG-CV funds may only be used for those public service activities that are new or that represent a quantifiable increase above the level of an existing service that has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the state in which it is located) in the 12 calendar months before the submission of the action plan, unless the Secretary finds that the discontinuation of such services was the result of events not within the control of the unit of general local government.

Additionally, grantees are reminded that the purchase of personal property and equipment is generally ineligible. However, the entitlement CDBG regulation at 24 CFR 570.207(b)(1) (which may be used as guidance by state grantees), allows grantees to purchase or to pay depreciation in accordance with 2 CFR part 200, subpart E, for personal property, fixtures, and equipment when necessary when such items constitute all or part of a public service. Examples of use of equipment that constitute all or part of a public service include equipment and supplies owned by the grantee or subrecipient that provides the public service, e.g., ventilators or other medical equipment and supplies that will be used in providing health care at a field clinic, or a vehicle outfitted with medical equipment to provide mobile health care.

III.B.5.(f)(v). Clarification on Application of Requirements in 2 CFR part 200. In response to the coronavirus pandemic, the Office of Management and Budget (OMB) released two memoranda that allow Federal agencies to grant exceptions to some requirements under 2 CFR part 200, the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. HUD reminds grantees that the flexibilities in these memoranda do not automatically apply to grantees. HUD has not approved class exceptions to 2 CFR part 200 for CDBG-CV grants or CDBG grants, so the requirements in 2 CFR part 200 continue to apply.

The OMB memoranda were for limited purposes and were not intended to cover all grantees and activities. The March 9, 2020 memorandum, M-20-11, *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel*

Coronavirus (COVID-19) (available at https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-11.pdf), allows Federal agencies to grant class exceptions in instances where the agency has determined that the purpose of the Federal awards is to support the continued research and services necessary to carry out the emergency response related to COVID-19. The March 19, 2020 memorandum, M-20-17, *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) due to Loss of Operations* (available at https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-17.pdf) allows HUD to make class exceptions for an expanded scope of recipients affected by the loss of operational capacity and increased costs due to the COVID-19 crisis. OMB indicated that it would reassess the authority granted by these memoranda within 90 days.

III.B.6. Other Program Requirements

III.B.6.(a) Program Income

To expedite use of grant funds, HUD is clarifying the requirements for CDBG-CV grants on the treatment of program income at 24 CFR 570.504 (entitlement) and 24 CFR 570.489(e)-(f) (state) that is generated by the use of CDBG-CV funds. The receipt and expenditure of program income that is generated by the use of CDBG-CV funds shall be treated as annual formula CDBG program income and recorded as part of the financial transactions of the annual formula CDBG grant program. This clarification will facilitate expenditures of CDBG-CV grant funds for their intended purpose, while continuing to maintain appropriate controls on the use of program income.

III.B.6(a)(i) Use of program income before annual formula CDBG grant funds. Any program income generated from the use of CDBG-CV funds will be receipted in HUD's

Integrated Disbursement and Information System (IDIS) as program income to the annual formula CDBG grant program.

III.B.6(a)(ii) Inapplicability of float-funded activities. Based on the treatment of income generated from the use of CDBG-CV funds as annual formula CDBG program income, HUD is waiving 24 CFR 570.301(b) and section 104(h) of the HCD Act for CDBG-CV grants. HUD is imposing the following alternative requirement: grantees shall not use CDBG-CV funds for float-funded activities or guarantees.

III.B.6(a)(iii) Retention of program income by subrecipients. A grantee may permit subrecipients (including units of general local government receiving funds from a state) to retain program income from the use of CDBG-CV funds under this paragraph if the amount held does not exceed the subrecipient's projected cash needs for CDBG activities including activities to prevent, prepare for, and respond to coronavirus.

III.B.6.(b) Rules Applicable to State CDBG-CV Grants

The paragraphs in this section apply only to State CDBG-CV grantees.

III.B.6.(b)(i) Direct Action by States. The waivers and alternative requirements in this section and in sections III.B.6.(b)(ii)-(iv) permit a state grantee to use a portion of its funds to act directly to carry out activities through employees, contractors, and subrecipients in all geographic areas within its jurisdiction, including entitlement areas and tribal populations. HUD is issuing the waivers and alternative requirements in this section based in part on information in requests from states and in part to implement provisions of the CARES Act that permit grant funds allocated to states to be used in entitlement areas.

HUD has determined that this waiver and alternative requirement will facilitate and expedite the use of CDBG-CV funds by supporting states in their roles as significant coordinators of statewide and regional activities to prevent, prepare for, and respond to coronavirus. Additionally, these waivers and alternative requirements are designed to reduce administrative costs and streamline the delivery of assistance by maintaining a single set of grant requirements for all CDBG-CV allocations.

These waivers and alternative requirements are only available to a state if it complies with the following alternative requirements in this paragraph and in III.B.6.(b)(ii)-(iv):

Nonentitlement set aside: A state must set aside a portion of its grant for use by nonentitlement units of general local government. The nonentitlement set aside must be no less than an amount equal to the state's first CDBG-CV allocation and may be from any portion of the state's additional CDBG-CV allocation. This limitation is imposed for consistency with the CDBG-CV formulas, which include a direct allocation to entitlement areas and to states on behalf of nonentitlement areas to prevent, prepare for, and respond to coronavirus. The nonentitlement set aside fulfills the intent reflected by the formula to address needs in urban and rural areas, while giving states the flexibility to determine how to expend each allocation as it is made based on needs within its jurisdiction.

Inclusion in CDBG-CV Application: A state's proposal to act directly and to distribute or use CDBG-CV funds in entitlement areas must be published for public comment in its application for CDBG-CV funds or in a subsequent substantial amendment to the annual action plan that includes the CDBG-CV funds.

Activities carried out in tribal areas: A state grantee may carry out activities in tribal areas. States carrying out projects in tribal areas through employees, contractors, or subrecipients must obtain the consent of the Indian tribe with jurisdiction over the tribal area.

Other conforming changes: Requirements at section 106(d) of the HCD Act (42 U.S.C. 5306(d)) and 24 CFR 570.480(g) are waived to the extent necessary to allow a state to use its CDBG-CV funds for eligible activities that the state carries out directly. The standard at 24 CFR 570.480(c) and the provisions at section 104I(2) of the HCD Act (42 U.S.C. 5304(e)(2)) are modified to also include activities that the state carries out directly. Section 106(d) of the HCD Act is not otherwise waived, except as provided in this notice.

A state may carry out eligible activities directly, consistent with the entitlement program requirement of 24 CFR 570.200(f), through its employees, through procurement contracts, or through assistance provided under agreements with subrecipients. Pursuant to section 102(c) of the HCD Act, one or more public agencies may be designated by the chief executive officer of a state to undertake activities assisted under this chapter. A state is responsible for ensuring that CDBG-CV funds are used in accordance with all program requirements. The use of interagency agreements, subrecipient agreements (including agreements with Indian tribes and designated public agencies, as described in section III.B.6.(b)(ii)) or contracts does not relieve the state of this responsibility. States are responsible for determining the adequacy of performance under subrecipient agreements and procured contracts, and for taking appropriate action when performance problems arise. State grantees continue to be responsible for civil rights, labor standards, and environmental protection requirements, for compliance with all applicable requirements, including conflict of interest provisions in 24 CFR 570.489(g) and (h).

The national objective criteria in 24 CFR 570.483 are modified by the following alternative requirement when states carry out activities directly: the state must fulfill all requirements that 570.483 imposes on units of general local government to demonstrate compliance with national objective criteria.

The recordkeeping requirements at 24 CFR 570.490(b) are waived when states carry out activities directly, and the following alternative requirement shall apply: the state shall establish and maintain such records as may be necessary to facilitate review and audit by HUD of the state's administration of CDBG-CV funds, under 24 CFR 570.493. Consistent with applicable statutes, regulations, waivers and alternative requirements, and other Federal requirements, the content of records maintained by the state shall be sufficient to: (1) enable HUD to make the applicable determinations described at 24 CFR 570.493; (2) make compliance determinations for activities carried out directly; and (3) show how activities funded are consistent with the descriptions of activities proposed for funding in the CDBG-CV application. For fair housing and equal opportunity (FHEO) purposes, as applicable, such records shall include data on the race, ethnicity, and sex of persons who are applicants for, participants in, or beneficiaries of the activity.

The change of use of real property rule at 24 CFR 570.489(j) is modified to include instances when a state carries out activities directly. All references to "unit of general local government" shall be read as "state, unit of general local government (UGLG) or state subrecipient."

To include instances when a state carries out activities directly, 24 CFR 570.492 is waived and the following alternative requirement applies: the state shall make reviews and audits, including on-site reviews of any subrecipients and local governments, as may be necessary or appropriate to meet the requirements of section 104(e)(2) of the HCD Act, as amended. In the case of noncompliance with these requirements, the state shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. The state shall establish remedies for noncompliance by any subrecipients or local governments.

To include instances when a state carries out activities directly in accordance with the waiver in this paragraph, 24 CFR 570.489(g) is modified to revise the requirement that "[t]he state shall establish requirements for procurement policies and procedures for units of general local government" so that it applies to "units of general local government and subrecipients." To facilitate grant administration by adopting state-wide procurement policies, a state agency designated to oversee the use of all its CDBG-CV funds pursuant to section 102(c) of the HCD Act may impose its procurement requirements on all uses of CDBG-CV funds by the state, including by other state agencies that administer a portion of the CDBG-CV grants, so long as those requirements comply with 24 CFR 570.489(g).

III.B.6.(b)(ii) Use of Subrecipients by States (Including Nonprofits and Tribes). HUD is adopting the following alternative requirement that shall apply when states carry out activities directly: states carrying out activities through subrecipients must comply with 24 CFR 570.489(m) relating to monitoring and management of subrecipients. The definition of subrecipient at 24 CFR 570.500(c) applies when states carry out activities through subrecipients, and the requirements of 24 CFR 570.489(g) (as modified by section III.B.6.(b)(i)) shall apply.

For purposes of this alternative requirement, the definition of subrecipients at 24 CFR 570.500(c) is modified to expressly include Indian tribes. Indian tribes that receive CDBG-CV funding from a state grantee must comply with the Indian Civil Rights Act (Title II of the Civil Rights Act of 1968, 25 U.S.C. 1301 et seq.). This conforming requirement is necessary because the state CDBG regulations do not anticipate states distributing funds through means other than a method of distribution to units of general local government.

III.B.6.(b)(iii) Activities Carried Out by States in Entitlement Areas. The provisions of 24 CFR 570.486(c) are waived to the extent that they allow States, either directly or through units of general local government, to use CDBG-CV funding for activities located in entitlement areas without contribution from the entitlement jurisdiction, consistent with the waiver and alternative requirements in sections III.B.6.(b)(i) and (ii). HUD is granting this waiver to facilitate and expedite the use of grant funds for consistency and ease of administration by granting the same geographic flexibilities to all allocations of CDBG-CV funds, since they will be administered under a single grant.

III.B.6.(b)(iv) Use of the "upper quartile" or "exception criteria" for LMI area benefit activities. Section 105(c)(2)(A) of the HCD Act authorizes HUD to permit an exception to the LMI area benefit national objective criteria that are normally satisfied when at least 51 percent of the population of an area are persons of low and moderate income. HUD is clarifying how this "exception criteria" applies when State CDBG-CV grantees carry out activities in entitlement jurisdictions as authorized by section III.B.6.(b)(iii). If the area in which the activity is carried out would benefit from the "exception criteria" that permit a grantee to use a percentage less than 51 percent to qualify activities under the LMI area benefit criteria, those exception criteria apply to the use of CDBG-CV funds by a state the same way that they apply to the use of CDBG funds by the entitlement grantee in the same area. CDBG-CV grantees are required to use the most recent data available in implementing the exception criteria. For more information on the data set, please visit https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-exception-grantees/.

III.B.6.(b)(v) Elimination of State Administrative Match. To expedite the use of CDBG-CV funds, HUD is waiving the requirement for matching state administrative funds, subject to the requirements of section III.B.6.(b)(vi) below. Requiring states to match administrative funds may considerably slow down the expenditure of CDBG-CV funds in states struggling to accurately project and adjust their budgets given the challenges caused by coronavirus. The requirements at 42 U.S.C. 5306(d)(3)(A) and 24 CFR 570.489(a) are waived to the extent necessary to eliminate the state match requirement for general administrative costs.

III.B.6.(b)(vi) Cap on State Administrative Costs and Technical Assistance. Pursuant to 24 CFR 570.489(a)(3)(iii), a state and its funded units of general local government and subrecipients are, in aggregate, permitted to expend no more than 20 percent of the CDBG-CV grant for planning, management, and administrative costs. Under 42 U.S.C. 5306(d)(5) and (6) and 24 CFR 570.489(a)(1) a state may not directly use more than $100,000 plus 3 percent of its annual grant for administrative and technical assistance costs combined. HUD is waiving 42 U.S.C. 5306(d)(5) and (6) and 24 CFR 570.489(a)(1) and establishing an alternative requirement that a state may use up to 7 percent of its CDBG-CV grant combined for general administration and technical assistance costs; of that 7 percent, a state may use up to 5 percent of CDBG-CV funds for general administration costs and up to 2 percent of the grant for technical assistance activities. The remainder of the amount may be used by units of general local government for administrative and technical assistance costs, provided that a state and its funded units of general local government and subrecipients expend no more than 20 percent of the CDBG-CV grant for planning, management, and administrative costs. A grantee must meet this alternative requirement over the life of its grant, as amended to incorporate additional allocations of CDBG-CV funds.

CDBG-CV grant funds shall not be used to pay planning and program administrative costs allocable to another grant under the CDBG annual formula program; however, CDBG-CV funds may be used to pay costs that benefit both the CDBG-CV grant and another CDBG award and can be distributed between the grants in proportions that may be reasonably approximated.

III.B.6.(b)(vii) Procurement. Except as described in section III.B.6. to accommodate states acting directly, this notice does not modify procurement requirements at 24 CFR 570.489(g) for state grantees. As discussed above, the local procurement policies and procedures that apply to the use of annual formula CDBG grant funds may not be nimble enough to accommodate this urgent need to quickly procure goods and services necessary to carry out eligible activities. HUD recommends that CDBG-CV grantees review their existing procurement policies to explore the potential use of state or local waiver authority and emergency procedures that may expedite procurement processes.

Additionally, if the grantee plans to use CDBG-CV grants to carry out eligible activities that satisfy non-Federal cost share requirements under section 105(a)(9) of the HCD Act, the grantee should consider modifying procurement policies to authorize grantees to use procurement policies and procedures of the agencies paying the Federal cost share of the activity, to the extent that those policies and procedures are consistent with the procurement requirements on the use of CDBG-CV funds. Modifying procurement policies to allow the use of procurement requirements imposed by other Federal grants is easier for state grantees, but entitlement grantees that anticipate use of a substantial amount of CDBG-CV funds to satisfy non-Federal cost share may also be able to adopt a similar provision where the other Federal granting agency imposes the procurement requirements in 2 CFR part 200.

III.B.6.(c) Rules for Entitlements, Insular Areas, and Nonentitlement Hawaii Counties

III.B.6.(c)(i). Administrative and Planning Cost Caps. To expedite the use of grant funds, HUD is waiving requirements of 24 CFR 570.200(g) that are inconsistent with the treatment of program income in section III.B.6.(a) and the treatment of CDBG-CV funds as a standalone grant. The following alternative requirement applies to grants subject to subpart D (entitlement grants and grants to the nonentitlement counties of the State of Hawaii): no more than 20 percent of the total CDBG-CV grant shall be expended for planning and program administrative costs, as defined in 24 CFR 570.205 and 24 CFR 570.206, respectively. There is no program year obligation test for planning and administrative costs of CDBG-CV grants. Additionally, CDBG-CV funds shall not be included in the compliance determination of the program year obligation test applicable to annual formula CDBG funds. Additionally, program income, regardless of the source funding of the activity that generated the income, shall be included in the compliance determination of the administrative and planning cost cap applicable to annual formula CDBG grants and program income, separately from CDBG-CV funds.

CDBG-CV grant funds shall not be used to pay planning and program administrative costs allocable to another grant under the CDBG annual formula program; however, CDBG-CV funds may be used to pay costs that benefit both the CDBG-CV grant and another CDBG award and can be distributed between the grants in proportions that may be reasonably approximated.

III.B.6.(d) Compliance with Environmental Review Requirements

III.B.6.(d)(i). Overview of Environmental Review Requirements. Environmental regulations at 24 CFR 58.22 prohibit CDBG grantees, a recipient, and any other participant in the development process from committing HUD or non-HUD funds to a project until the environmental compliance review process has been successfully completed or until receipt of the Authority to Use Grant Funds, if applicable. In addition, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Therefore, it is very important for grantees to begin and complete any required environmental compliance review as soon as possible. Grantees are urged to contact their Field Environmental Officer for more information about environmental review requirements.

*III.B.6.(d)(ii) Clarifying note on the process for environmental release of funds when a State carries out activities directly***.** Usually, a state distributes CDBG funds to local governments and takes on HUD's role in receiving environmental certifications from the grant recipients and approving releases of funds. Under the waiver and alternative requirement in paragraph III.B.6.(b), HUD will allow a State CDBG-CV grantee to carry out activities directly in addition to distributing funds to subrecipients. Thus, per 24 CFR 58.4, when a state carries out activities directly, the state must submit the Certification and Request for Release of Funds to HUD for approval.

III.B.6.(d)(iii) Clarifying note on emergency environmental review procedures. HUD's environmental review regulations in 24 CFR part 58 include two provisions that may be relevant to environmental review procedures for activities to prevent, prepare for, and respond to coronavirus. The first is 24 CFR 58.34(a)(10), which provides an exemption for certain activities undertaken in response to a national or locally declared public health emergency. Except for the applicable requirements of 24 CFR 58.6, a responsible entity does not have to comply with the requirements of part 58 or undertake any environmental review, consultation or other action under NEPA and the other provisions of law or authorities cited in 24 CFR 58.5 for exempt activities or projects consisting solely of exempt activities. Exempt activities include assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from imminent threats to public safety.

The second is a streamlined public notice and comment period in the regulation at 24 CFR 58.33, which may apply in some cases for emergency activities undertaken to prevent, prepare for, and respond to coronavirus. The application of these two provisions following a presidentially-declared or locally-declared public health emergency is discussed in the Notice, *Guidance on conducting environmental review pursuant to 24 Part 58 for activities undertaken in response to the public health emergency as a result of COVID-19* (CPD-20-07) posted at https://www.hud.gov/sites/dfiles/OCHCO/documents/2020-07cpdn.pdf.

III.B.6.(e) Compliance with Labor Laws

CDBG-CV grants are subject to the Davis-Bacon prevailing wage requirements imposed by section 110(a) of the HCD Act. HUD cannot waive this or other labor laws. Under regulations of the Department of Labor (DOL) at 29 CFR 1.6(g), where Federal assistance is not approved prior to contract award (or the beginning of construction if there is no contract award), Davis-Bacon wage rates apply retroactively to the beginning of construction and must be incorporated retroactively in the contract specifications. However, if there is no evidence that the owner intended to apply for the CDBG-CV assistance prior to the contract award or the start of the construction, HUD may request that DOL allow prospective, rather than retroactive, application of the Davis-Bacon wage rates. DOL may allow prospective application of Davis-Bacon requirements where it finds that it is necessary and proper in the public interest to prevent injustice or undue hardship and it finds no intent to apply for the federal assistance before contract award or the start of construction. The CDBG-CV Grantee should contact a HUD Labor Relations Specialist if such a situation arises.

III.B.6.(f) Relationship to Section 108 Loan Guarantees

Under the Section 108 Loan Guarantee Program, CDBG grantees can borrow up to five times their most recent CDBG grant by issuing federally guaranteed notes. To ensure that CDBG-CV funds are used for the purposes authorized by the CARES Act, HUD is issuing the following alternative requirement to sections 108(b) and (c) of the HCD Act (42 U.S.C. 5308(c)): CDBG-CV funds shall not be factored into a grantee's Section 108 borrowing authority.

A grantee may use CDBG-CV funds to make a direct payment of principal, interest, or any fees due under a Section 108 note only if the use of funds is to prevent, prepare for, and respond to coronavirus. The necessity of such use shall be documented by the grantee or the subrecipient that provided the assistance (e.g., if Section 108 funds were used by the grantee to provide assistance to a for-profit business in the form of a loan and the business is unable to make a payment due to the reduction in revenue caused by coronavirus, any restructuring of that loan must be supported by modification to loan documents that document the relationship to coronavirus). When CDBG-CV funds are used to subsidize or replace principal, interest, or fees due under a loan previously made with guaranteed loan funds as part of an activity to assist a for-profit or a subrecipient, and the CDBG-CV assistance is necessary to respond to the impact of coronavirus (e.g., a third-party business borrower whose loan is the intended source for repayment of a Section 108 loan is not collecting sufficient revenue due to local public health conditions), the documentation that the original assisted activity satisfies national objective criteria shall be sufficient to demonstrate that the use of the guaranteed loan funds and the additional CDBG-CV assistance meet a CDBG national objective.

This alternative requirement does not limit the Secretary's authority under section 108I of the HCD Act.

III.B.7. Period of Performance, Timeliness, and Closeout

III.B.7.(a) Period of Performance

CDBG-CV grantees must expend all CDBG-CV funds (including CDBG-CV funds from additional allocations that are obligated by HUD through amendments to the grant agreement) within the 6-year period of performance established by the CDBG-CV grant agreement. HUD is imposing this period of performance to ensure the use of CDBG-CV funds to prevent, prepare for, and respond to coronavirus. The CDBG regulations at 24 CFR 570.200(k) and 24 CFR 570.480(h) permit HUD to establish a period for expenditure and performance in a grant agreement that is shorter than the normal 8-year period. HUD is exercising its authority to establish a 6-year period of performance and expenditure deadline in the CDBG-CV grant agreement. Grant funds are not available for expenditure after the period of performance. In addition, to further ensure the expedited use of the funds, HUD is imposing an alternative requirement that each grantee must expend at least 80 percent of all CDBG-CV funds (including CDBG-CV funds from additional allocations that are obligated by HUD through amendments to the grant agreement) no later than the end of the third year of the period of performance established by the CDBG-CV grant agreement. If this three-year requirement is not met, and evidence meeting the criteria for extension described in section III.B.7.(c) below is not provided, an amount equivalent to the difference between the total amount expended at the end of the third year and 80 percent of all CDBG-CV funds will be recaptured from the CDBG-CV grant.

III.B.7.(b) Timeliness

CDBG-CV grants are available for limited purposes under the CARES Act. They are subject to a shortened period of performance. Under section III.B.6.(a), program income generated by the use of CDBG-CV funds is treated as program income to a grantee's annual formula CDBG program. For these reasons, HUD is waiving to the extent necessary to allow HUD to determine that every grantee has circumstances beyond its reasonable control the timely performance enforcement actions found at 24 CFR 570.902 (entitlement timely expenditure), and 24 CFR 570.494 (state timely distribution). CDBG-CV funds will not be included in determining compliance with the requirements of 24 CFR 570.902 and 570.494. However, as program income to the grantees' annual formula CDBG programs, income generated from CDBG-CV activities will be included in timely expenditure compliance determinations for each entitlement grantee's annual formula CDBG program. Grantees should consider the potential effects of additional program income to compliance with timeliness requirements applicable to their annual formula CDBG grant program when they select and design CDBG-CV assisted activities.

III.B.7.(c) Closeout

To facilitate the use of grant funds in a timely manner, HUD is waiving the CDBG closeout regulations at 24 CFR 570.509 for grantees subject to entitlement regulations and imposing an alternative requirement that HUD will close out grants in accordance with grant closeout requirements of 2 CFR 200.343. This approach is consistent with the state regulation at 24 CFR 570.489(o). This will help all grantees to expend grant funds within a short timeframe designed to maximize the ability of CDBG-CV funds to prevent, prepare for, and respond to coronavirus. Grantees subject to this alternative requirement must submit all financial, performance, and other reports as required by 24 CFR 91.520.

In general, HUD expects all grantees to comply with all grant requirements and fully close out a grant at the end of the period of performance. However, HUD recognizes that there are many things that could disrupt a grantee's intended timeline for activity completion: litigation, disasters, limited construction seasons due to weather, or other extenuating circumstances. Therefore, HUD may authorize an extension of the three-year expenditure requirement or the overall period of performance if the grantee provides evidence of such extenuating circumstances that would warrant the extension and that they could demonstrate they would meet all program requirements within the extended expenditure period or period of performance.

HUD may consider, in closing out CDBG-CV grants, any requirements that remain applicable after closeout. These may include authority for HUD to monitor the recipient's compliance and performance after the closeout of the award with respect to requirements that are applicable after closeout, and HUD may take findings of noncompliance into account, with the closeout process, as unsatisfactory performance of the recipient, in the consideration of any future grant made under title I of the HCD Act. Examples of requirements that may survive closeout include: (i) closeout costs (e.g., audit costs) and costs resulting from contingent liabilities described in the closeout agreement; (ii) use of real property assisted with CDBG funds in accordance with program regulations; (iii) taking measures that are adequate to enforce and implement mandatory flood insurance coverage requirements; and (iv) other provisions included in the grant closeout agreement.

III.B.8. Reporting

The reporting requirements that apply to the use of annual formula CDBG grants also apply to CDBG-CV grants. Section 104(e) of the HCD Act requires that the Secretary shall, at least on an annual basis, make such reviews and audits as may be necessary or appropriate to determine whether the grantee has carried out its activities in a timely manner, whether the grantee's activities and certifications are carried out in accordance with the requirements and the primary objectives of the HCD Act and other applicable laws, and whether the grantee has the continuing capacity to carry out those activities in a timely manner.

III.B.8.(a) General Reporting Requirements

Reporting requirements for CDBG-CV grantees can be found at 42 U.S.C. 12708(a), 24 CFR 91.520, 24 CFR 570.507 (entitlement), 24 CFR 570.440(j) (insular areas), and 24 CFR 570.491 (state).

III.B.8.(b) Additional CARES Act Reporting

Section 15011 of the CARES Act requires that recipients of $150,000 or more of CARES Act funding submit, not later than 10 days after the end of each calendar quarter, a report containing: information regarding the amount of funds received; the amount of funds obligated or expended for each project or activity; a detailed list of all such projects or activities, including a description of the project or activity; and detailed information on any subcontracts or subgrants awarded by the recipient. As outlined in OMB memorandum M-20-21, *Implementation Guidance for Supplement Funding in Response to the Coronavirus Disease (COVID-19)* (available at https://www.whitehouse.gov/wp-content/uploads/2020/04/Implementation-Guidance-for-Supplemental-Funding-Provided-in-Response.pdf), existing reporting requirements are anticipated to meet the requirements of Section 15011, but the content and format for this reporting is still under development and will need to be reviewed against current program practices. The Department will work in coordination with OMB to ensure that this requirement can be fulfilled by recipients of CARES Act funding in a manner that utilizes to the greatest extent possible existing reporting streams, providing the necessary transparency and accountability with minimal additional burden. If additional reporting is necessary, further advice or technical assistance will be provided by the Department.

III.B.9. Duplication of Benefits

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.).

Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

A grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee’s policies and procedures are not adequate unless they include, at a minimum: (1) a requirement that any person or entity receiving CDBG-CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need.

Most CARES Act assistance programs have more limited durations for availability of assistance or a more limited scope of eligible activities or entities than does CDBG-CV. HUD strongly encourages each CDBG-CV grantee to become familiar with the range of available assistance and uses and apply its more flexible CDBG-CV assistance to unmet needs or to gaps, with special attention to the coronavirus response, prevention, or preparation needs of LMI persons.

HUD will provide advice and technical assistance to grantees to facilitate compliance with this requirement.

III.B.10 Citizenship Requirements

Please note that the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services provides that the Immigration Reform and Control Act, 8 U.S.C. 1324a et seq. prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment. This generally applicable law also applies to CDBG grantees and their subrecipients and/or contractors/subcontractors (including relating to employees recruited under Section 3). For more information, please see https://www.uscis.gov/i-9-central/form-i-9-resources/handbook-for-employers-m-274/10-why-employers-must-verify-employment-authorization-and-identity-of-new-employees and https://www.uscis.gov/i-9-central/legal-requirements-and-enforcement.

IV. Fiscal Year 2019 and Fiscal Year 2020 CDBG Grants

IV.A. General Requirements

Except as described in this notice or other applicable waivers and alternative requirements, the statutory and regulatory provisions governing the CDBG program apply to fiscal year 2019 and 2020 CDBG grants, including regulations at 24 CFR part 570 subpart I (states), 24 CFR part 570 subparts A, C, D, E, J, K, and O (entitlements), and 24 CFR subpart F (insular areas and Hawaii counties).

IV.B. Flexibilities, Waivers, and Alternative Requirements

The following rules, waivers, and alternative requirements apply to fiscal year 2019 and 2020 CDBG grants. These include statutory authorities included in the CARES Act and other waivers and alternative requirements or clarifications that HUD is making for fiscal year 2019 and 2020 grants.

IV.B.1. Timeliness

Because of the coronavirus many local governments are operating under extenuating circumstances and may need additional time for certain administrative requirements, HUD is suspending for fiscal year 2020 all corrective actions, sanctions, and informal consultations for timeliness effective January 21, 2020. Grantees are advised that this suspension does not eliminate the timely expenditure requirements set forth in 24 CFR 570.902 (entitlements). HUD will continue to run expenditure reports and will continue to notify grantees of deficiencies.

Based on government restrictions, closures, shelter-in-place orders, and social distancing guidance related to coronavirus, HUD has determined that all entitlement grantees have factors beyond their reasonable control that, to HUD’s satisfaction, impact the carrying out of CDBG-assisted activities in a timely manner. As a result, HUD has determined that corrective actions related to timeliness are not appropriate at this time. HUD will monitor changing conditions. Before the end of the fiscal year, HUD will determine whether to extend this suspension for all or a portion of fiscal year 2021. HUD may consider regional and local conditions when determining when to begin scheduling informal consultations.

IV.B.2. Consolidated Plan, Citizen Participation, and CAPER

IV.B.2.(a) Expedited Citizen Participation and Virtual Hearings.

Section III.B.4.(a) of section III apply to all fiscal year 2019 and 2020 annual formula CDBG grants, regardless of the use of funds. This section describes the program flexibilities provided by the CARES Act related to Expedited Citizen Participation and Virtual Hearings. Where this section refers to CDBG-CV funds, it shall apply equally to fiscal years 2019 and 2020 CDBG grants.

IV.B.2.(b). Deadline to Submit Consolidated Plans and FY 2020 Annual Action Plans.

The deadline for grantees to submit action plans and other updates to their consolidated plans submissions for fiscal years 2019 and 2020 to include CDBG-CV funds is August 16, 2021.

IV.B.2.(c) CAPER Extension.

On May 7, 2020, Acting Assistant Secretary John Gibbs issued a memorandum to all Community Planning and Development Field Office Directors, Deputy Directors and Program Managers with the subject "Availability of a Waiver and Alternate Requirement for the Consolidated Annual Performance and Evaluation Report (Performance Report) for Community Planning and Development (CPD) Grant Programs in Response to the Spread of Coronavirus." This memorandum authorized a waiver of the regulatory requirement at 24 CFR 91.520(a) that grantees submit a performance report known as the Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the end of a jurisdiction's program year. The waiver was granted under HUD's regulatory waiver authority at 24 CFR 5.110 and 24 CFR

91.600. Under this memorandum, for program year 2019 CAPERs, the requirement that grantees submit a performance report within 90 days after the close of a jurisdiction's program year is waived, subject to the condition that within 180 days after the close of a jurisdiction's program year the jurisdiction shall submit its performance report.

IV.B.2.(d) Other Consolidated Planning Waivers

HUD is temporarily waiving the requirement for consistency with the consolidated plan (requirements at 42 U.S.C. 12706 and 24 CFR 91.325(a)(5) and 91.225(a)(5)) when fiscal year 2019 and 2020 CDBG funds are used to prevent, prepare for, and respond to coronavirus, because grantees may not have considered the needs associated with this special purpose funding when developing their current consolidated plan strategic plan and needs assessment. In conjunction, HUD is temporarily waiving 42 U.S.C. 5304(e) to the extent that it would require HUD to annually review grantee performance under the consistency criteria. These waivers apply only until the grantee submits its next full (3-5 year) consolidated plan due after the 2020 program year.

HUD is imposing a related alternative requirement. The regulations at 24 CFR 91.225(b)(5) (entitlements) and 24 CFR 91.325(b)(5) (states) require grantees to certify that the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan portion of the consolidated plan. Under this alternative requirement, grantees are not required to carry out the portions of their fiscal year 2019 and 2020 annual formula CDBG grants that are used to prevent, prepare for, and respond to coronavirus in a manner consistent with the certifications in 24 CFR 91.225(b)(5) and 24 CFR 91.325(b)(5), because HUD has changed the requirement related to consistency.

IV.B.3. Flexibilities that Apply to Coronavirus-Related Activities.

The following flexibilities apply to all fiscal year 2019 and 2020 CDBG grants when those grants are used for activities to prevent, prepare for, and respond to coronavirus.

IV.B.3.(a) Calculation of the Public Services Cap. As described in paragraph III.B.5.(f)(iii), following enactment of the CARES Act, the public services cap described in section 105(a)(8) of the HCD Act and 24 CFR 570.201(e) has no effect on assistance available to the grantee for fiscal years 2019 and 2020, including the program income that would normally be included in the grantee's calculation of the program income cap for fiscal years 2019 or 2020, when the grantee uses CDBG grant funds to prevent, prepare for, and respond to coronavirus. For fiscal years 2019 and 2020, the cap shall still be calculated and shall apply to public service activities carried out for activities that do not prevent, prepare for, and respond to coronavirus. Additionally, CDBG-CV grant funds shall not be included in the public service cap compliance determination which is applicable to annual formula CDBG funds used for activities not related to coronavirus.

Program income generated by the use of CDBG-CV grants is considered program income to the grantee's annual formula CDBG program, as discussed in section III.B.6.(a).

The public services cap imposed by section 105(a)(8) of the HCD Act applies to "the amount of any assistance to a unit of general local government (or in the case of nonentitled communities not more than 15 per centum statewide) under this title *including program income*" (emphasis added). The CARES Act provision that removes the public services cap applies to all "activities to prevent, prepare for, and respond to coronavirus" for the CDBG-CV grants and fiscal year 2019 and 2020 annual formula CDBG grants. The activities for grants are described in each grantee's annual action plan required by 24 CFR 91.220 (entitlements), 24 CFR 91.320

(states), or 24 CFR 570.440 and 24 CFR 91.235 (insular areas). In these regulations, the activities for grants include activities carried out with grant funds and program income expected to be made available. Therefore, removing the cap in section 105(a)(8) of the HCD Act for activities to prevent, prepare for, and respond to coronavirus also removes the public services cap on the use of the program income, and removes the corresponding regulatory cap in 24 CFR 570.201(e) (entitlements) for CDBG-CV funds and fiscal year 2019 and 2020 funds used to prevent, prepare for, and respond to coronavirus.

Program income generated by the use of CDBG-CV grants is considered program income to the grantee's annual formula CDBG program, as discussed in section III.B.6.(a). Additionally, program income, regardless of the source funding of the activity that generated the income, shall be included in the compliance determination of the public service cap applicable to the annual formula CDBG grants and program income, separately from CDBG-CV funds. For purposes of calculating the public services cap, the treatment of program income generated by the CDBG-CV grant and received (i.e., documented in IDIS) by the annual formula CDBG program shall be considered as any other program income received by the annual formula CDBG program.

IV.B.3.(b) Provisions in Section III that apply to Coronavirus-Related Activities. The following provisions in Section III apply to the use of fiscal year 2019 and 2020 CDBG funds for activities to prevent, prepare for, and respond to coronavirus; these provisions shall also apply to the use of Section 108 guaranteed loan funds when they are used together with fiscal year 2019 and 2020 CDBG funds for activities to prevent, prepare for, and respond to coronavirus. Where these paragraphs refer to CDBG-CV funds, they shall apply equally to fiscal years 2019 and 2020 CDBG grants.

- III.B.5.(d)(i) Use of Urgent Need National Objective.
- III.B.5.(d)(ii) Modification of Location-Based Presumption of LMI Benefit for Job Creation and Retention National Objective Criteria.
- III.B.5.(d)(iii) LMI Job Creation and Retention Records.
- III.B.5.(e)(i) Elimination of Aggregate Public Benefit Test.
- III.B.5.(e)(ii) Modification of Individual Public Benefit Standards.
- III.B.5.(f)(i) Extension of Emergency Payments.
- III.B.5.(f)(ii) Opportunity Zones and Related Flexibilities for Economic Development.
- III.B.5.(f)(iii) Public Services Cap.
- III.B.5.(f)(iv) Other Public Services Considerations.
- III.B.5.(f)(v) Clarification on Application of Cost Principles.
- III.B.6.(d)(iii) Clarifying note on emergency environmental review procedures.
- III.B.9. Duplication of Benefits (applies for programs and activities with annual formula CDBG funds when the grantee uses these funds to carry out programs to respond to losses caused by disasters and emergencies).
- III.B.10. Citizenship Requirements.

IV.B.4. Provisions That Do Not Apply to FY 19 and FY 20 Grants.

Waivers and alternative requirements and other provisions in the following paragraphs of Section III do **<u>not</u>** apply to fiscal year 2019 CDBG Grants and fiscal year 2020 CDBG grants:

- III.A. Allocations of CDBG-CV Funds
- III.B.1. General Grant Requirements
- III.B.2. Responsible Use of CARES Act Funds
- III.B.3. Overview of Process to Receive CDBG-CV Grants

- III.B.4.(b) CDBG-CV Application Content and Submission
- III.B.5.(a) Use of Funds for CARES Act Purposes
- III.B.5.(b) Reimbursements
- III.B.5.(c) Terms and Conditions Made Applicable by the CARES Act
- III.B.5.(d)(iv) Overall Benefit to LMI Persons.
- III.B.6.(a) Program Income
- III.B.6.(b) Rules Applicable to State CDBG-CV Grants
- III.B.6.(c) Rules for Entitlements, Insular Areas, and Nonentitlement Hawaii Counties
- III.B.6.(d)(ii) Clarifying note on the process for environmental release of funds when a state carries out activities directly.
- III.B.6.(e) Compliance with Labor Laws
- III.B.6.(f) Relationship to Section 108 Loan Guarantees
- III.B.7. Period of Performance, Timeliness, and Closeout
- III.B.8. Reporting

PAPERWORK REDUCTION ACT:

The information collection requirements in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB Control Number 2506-0085. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

CATALOG OF FEDERAL DOMESTIC ASSISTANCE:

The Catalog of Federal Domestic Assistance numbers for the CDBG-CV grants under the CARES Act are: 14.218 (Community Development Block Grants/Entitlement Grants); 14.225

(Community Development Block Grants/Special Purpose Grants/Insular Areas); and 14.228 (Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii) (formerly CDBG Grant/Small Cities Program).

ENVIRONMENTAL IMPACT:

A Finding of No Significant Impact (FONSI) with respect to the environment has been made in accordance with HUD regulations at 24 CFR part 50, which implement section 102(2)(C) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332(2)(C)). The FONSI is available for inspection at HUD's Funding Opportunities web page at: https://www.hud.gov/grants/. The FONSI is available for public inspection between 8 a.m. and 5 p.m. weekdays in the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 7th Street SW, Room 10276, Washington, DC 20410-0500. Due to security measures at the HUD Headquarters building, an advance appointment to review the docket file must be scheduled by calling the Regulations Division at 202-708-3055 (this is not a toll-free number). Hearing- or speech-impaired individuals may access this number through TTY by calling the Federal Relay Service at 800-877-8339 (this is a toll-free number).

Dated: August 7, 2020

/s/

John Gibbs,

Acting Assistant Secretary for Community Planning and Development

Billing Code 4210-67

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-03-047
March 16, 2022

REQUESTED MOTION: Approve the Caretaker's Agreement for the Bonita Nature Place

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

Jason Jaccarino, who is the Maintenance Manager of the Parks and Recreation Department, has been the Caretaker for the Bonita Nature Place residing in the caretaker residence located on the property for the past eight years. The caretaker's primary objective is to protect the property from vandalism and otherwise keep it secure as Council has previously determined to be necessary and in the best interest of the City.

Attached is the Caretaker Agreement for caretaker services for the Bonita Nature Place. Since 2014, City staff has decided it is appropriate for an employee to serve as caretaker. The terms of the Caretaker Agreement provide for a one-year lease with both parties able to extend, a monthly rental fee of $450, and special requirements regarding parking, maintenance obligations, and preserving the natural state of the environment.

STAFF RECOMMENDATION: Approve the Caretaker Agreement for the Bonita Nature Place for a one-year term.

ATTACHMENTS:

1. Caretaker's Agreement

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Nicole Perino

Council Action: Approved __ Denied __ Deferred ___ Other______________________

CARETAKER'S AGREEMENT

This agreement is made on this 16th day of March, 2022, between Jason Jaccarino (Caretaker), whose address is 27601 Kent Road, Bonita Springs, FL 34135, and the City of Bonita Springs (City), whose address is 9101 Bonita Beach Road, Bonita Springs, Florida, 34135.

Whereas, the City is the owner of the property which is known as the Bonita Nature Place (the "Premises"). The Premises and all appurtenant property located in and about the Premises and all City park land and improvements surrounding or adjacent to the Premises are collectively referred to here as the "Property."

Whereas, in order to protect the Property from vandalism and otherwise keep it secure, and maintain a person on premises with certain duties with rent abatement, the City has determined that it is necessary and in the best interest of the City that Caretaker reside in the Premises.

Whereas, City desires that Caretaker reside in the Premises and Caretaker is willing to reside in the Premises to provide certain services as outlined in this agreement, subject to the terms of this agreement.

WITNESSETH:

In view of the above premises and in consideration of the promises and mutual covenants contained here, and for other valuable consideration, the receipt of which is acknowledged, City grants a license to Caretaker to reside in and otherwise occupy and use the Premises and appurtenant property, subject to the following terms and conditions:

1. The term of this Agreement will commence April 5, 2022, and shall run until April 4, 2023 unless extended by mutual agreement of the parties.

2. During the term of this agreement, Caretaker shall reside in the Premises and shall use his best efforts to protect the Property from vandalism and other abuse, damage, or destruction.

3. A monthly rental fee of $450.00 shall be due and payable to City. The payment shall be deducted from payroll on a bi-weekly basis.

4. A deposit equal to one month's rent will be paid by Caretaker and will be refunded upon leaving the premises, less any actually costs deducted for any violations of this Agreement.

5. Caretaker shall take good care of the Premises and all fixtures, furnishings and other property belonging to the City located in and about the Premises and shall keep them in good repair (reasonable wear and tear expected) and in clean and healthy condition, and shall not damage or permit any other person to damage any part of the Premises.

6. If the Property is damaged, Caretaker shall immediately notify the Parks and Recreation Director of the nature, extent, and cause of the damage. If the damage was caused by Caretaker or any person or animal permitted by Caretaker to be on or about the Premises, Caretaker shall pay for any and all replacement repairs that shall be

necessary to put the Property in the same condition as when the caretaker entered the Premises, reasonable wear and tear is unavoidable and loss from fire unexpected.

7. Caretaker shall not make any alteration or additions to the Premises without first obtaining the written consent of the Parks and Recreation Director. All alternations and additions to the Premises shall become and remain the property of the City.

8. Caretaker shall not erect, or otherwise display any signs, placards or posters on or about and visible from the exterior of the Premises without first obtaining the written consent of the Parks and Recreation Director.

9. Caretaker shall not keep dogs, cats, or other animals which would disturb the wildlife. Caretaker may keep an indoor pet in or about the Premises after obtaining the written consent of the Parks and Recreation Director.

10. Caretaker shall not use the Property or permit the Property to be used for unlawful purposes or for purposes that might injure the reputation of the City. Caretaker shall not use the Property or permit the Property to be used in any way that might increase the rate of fire or liability insurance on the Property. Caretaker agrees to indemnify and hold the City harmless from any damages sustained as a result of Caretaker's negligence or wrongful acts or omissions that constitute a breach of this agreement.

11. The license granted to Caretaker under this agreement is exclusive to Caretaker and is nonassignable by Caretaker.

12. The City reserves the right to access the property, including the personal premises of the Caretaker, at the sole discretion of the City with 24 hours advance notice.

13. Caretaker shall not allow the Premises to be occupied or used by any other persons than those specified in this agreement and occasional guests, without first obtaining the written consent of the Parks and Recreation Director. Caretaker shall be responsible for the actions of any family members and all other persons occupying or using the Property with his permission.

14. Caretaker will not engage in any illegal activities or use the premises for any business purpose.

15. Caretaker may not drive a city vehicle to the Caretaker premises after working hours.

16. If Caretaker will be absent from the Premises for a period longer than two days on the weekend, he will notify the Parks and Recreation Director of his anticipated departure and return dates so that alternative plans can be made for the security of the Property.

17. Trash/Recycling. The Caretaker will make sure that their trash and recycling is placed in the appropriate bins set forth for that purpose, and that the rubbish or recycled material is taken to the curb area in time for pick-up. Any excessive pick-up necessary of non-household waste will be coordinated through contacting the Parks and Recreation Director.

18. Parking. Caretaker will park his personal vehicle, and any of his guests, in the parking lot. Caretaker will not park at Nature Center Building during operating hours.

19. Storage. No outdoor storage is permitted of any kind, for example, equipment, lawnmowers, and bikes. These are to be maintained in the shed.

20. Fragile environment: Caretaker will make sure any animals do not create a disturbance to the facility or property. Likewise, Caretaker may not light bonfires or disturb the natural state of the property, unless approved in advance by the Parks and Recreation Director.

21. City shall pay and be responsible for electricity, household garbage removal and water to the Premises. Caretaker shall pay and be responsible for cable, internet and telephone services.

22. City shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage from plumbing gas, water, steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, sink, toilet or wastepipe in or about the Premises, nor for damage by water, or ice, being on or coming through any roof, door or window, or otherwise. City shall not be liable for any injury sustained in or about the premises by Caretaker, Caretaker's family, or any invitee of Caretaker, or by any property of that person. Caretaker agrees to hold the City harmless from any costs incurred (including reasonable attorneys' fees) or damages sustained as a result of any such injury. Caretaker shall pay and be responsible for any renter's insurance to protect his personal property.

23. The license granted to Caretaker by City under this agreement shall commence on the date of this agreement and shall run for one-year terms, including any extensions, unless terminated on the first to occur of the following:

a) Thirty days from the date either party gives written notice of intent to terminate.

b) If Caretaker leaves the employ of the City, the Caretaker will vacate the premises within thirty (30) days of separation.

c) Breach or default by either party of any of the terms of this Agreement.

d) Material damage to or destruction of the Premises to render it untenantable.

24. Upon the termination for any reason of the license granted to Caretaker, Caretaker and all other persons occupying or using the Premises through Caretaker shall immediately vacate the Premises, shall remove from the Premises all personal property and shall leave the Premises in a clean and "move-in" condition. City's use of the Premises after any termination of license shall be without prejudice to any remedies which might otherwise be due to City for arrears in payment of the monthly license fee or for damages to property, or otherwise.

25. City and Caretaker acknowledge and agree that this Agreement is not intended to and does not constitute a lease, and neither City nor Caretaker shall have any rights or remedies generally available to, nor obligation generally imposed upon, landlords and tenants under Florida statutory or common law, other than those set out in this

agreement. Noting contained within this agreement shall be construed as creating an employer/employee relationship between the City and Caretaker.

26. Any notice required or permitted to be given and any payment to be made under this agreement shall be deemed given and made if delivered personally or sent, postage prepaid, by registered mail, return receipt requested, to the Parties at the address listed in the first paragraph of this Agreement or to the addresses as the Parties may specify in writing.

27. This writing represent the entire agreement of the Parties with respect to this subject matter, it may not be altered or amended except by subsequent written agreement executed by the Parties.

IN WITNESS of the above, the parties execute this agreement.

ATTEST:

By: ______________________

Witness 1 (Signature)

____

Witness 2 (Print)

By: ______________________

Witness 1 (Signature)

____

Witness 2 (Print)

By: ______________________________

Jason Jaccarino, Caretaker

ATTEST

CITY CLERK

By: ______________________________

CITY COUNCIL OF BONITA SPRINGS

By: ______________________________

Mayor

APPROVED AS TO FORM

By: ______________________________

Staff Attorney

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-03-048
March 16, 2022

REQUESTED MOTION: (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; UPDATING THE DISTRICT BOUNDARIES FOR THE ELECTION OF CITY COUNCIL MEMBERS IN CONSIDERATION OF THE 2020 U.S. CENSUS DATA AND IN ACCORDANCE WITH SECTION 53 OF THE CITY CHARTER, STATE AND FEDERAL LAW; PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, CODIFICATION AND SCRIVERNER'S ERRORS, AND AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney; Carly Jeanne Sanseverino, Staff Attorney

AGENDA: Public Hearing

STRATEGIC PRIORITY:

BACKGROUND:

Section 53 of the City's Charter requires the City Council to divide the City into six districts of contiguous territory with as nearly equal population as is practicable after each decennial census. This is the first of two ordinances that will complete the process. This ordinance will adopt the selected map. Once adopted, staff can proceed with preparing the legal description for the City Charter.

On January 19, 2022, City Council adopted Resolution 22-07 adopting redistricting criteria and guidelines to follow throughout the redistricting process. At the Council meeting, Council will use these criteria to discuss the proposed maps and provide direction. The City's consultant will be participating virtually to assist in the discussion and answer any questions Council may have.

STAFF RECOMMENDATION: Move to second reading.

ATTACHMENTS:

1. Draft Ordinance
2. Proposed Maps
3. Resolution 22-07

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other______________________

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE 22-

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; UPDATING THE DISTRICT BOUNDARIES FOR THE ELECTION OF CITY COUNCIL MEMBERS IN CONSIDERATION OF THE 2020 U.S. CENSUS DATA AND IN ACCORDANCE WITH SECTION 53 OF THE CITY CHARTER, STATE AND FEDERAL LAW; PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, CODIFICATION AND SCRIVERNER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, Article I, Section 53 the Bonita Springs City Charter, Florida General Law, and the Florida Constitution require the City Council of Bonita Springs, Lee County, Florida, to divide the City into six (6) districts of contiguous territory as nearly equal in population as practicable after each decennial census and to notice such changes; and

WHEREAS, the City Council had determined, pursuant to the above requirements, that new city council members' district boundaries need to be established; and

WHEREAS, all applicable requirements of the Federal Voting Rights Act and other applicable laws have been complied with in developing the new boundaries; and

WHEREAS, the new district boundaries are based on the 2020 U.S. Census data and are composed of territory that is contiguous, reasonably compact, and nearly equal in populations as practicable; and

WHEREAS, the City Council of Bonita Springs, in accordance with the requirements of the applicable laws, wishes to adopt new city council district boundaries as further defined herein.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA:

Section 1 Recitals.

Each of the foregoing recitals are hereby incorporated into this Ordinance as if specifically set forth herein.

Section 2. City Council Districts.

Pursuant to Section 53 of the Bonita Springs City Charter, Florida General Law, the Florida Constitution, Bonita Springs, Lee County is divided into six (6) city council districts of contiguous territory as nearly equal in population as practicable in the manner shown on the map attached hereto as Exhibit "A" and made a part hereof. A Map of the six (6) city council district boundaries are also attached hereto as Composite Exhibit "B" and made a part hereof.

Section 3. Recordation of the Map.

The description of the City Council district boundaries as adopted herein and as more specifically described in the Exhibits attached hereto and made a part hereof shall be entered upon the minutes of this meeting.

Section 4. Severability.

The provisions of this ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any Court of competent jurisdiction shall hold any of the provisions of this Ordinance unconstitutional, the decision of such Court shall not affect or impair any remaining provisions of this ordinance. It is hereby declared to be the legislative intent that this ordinance would be adopted had such unconstitutional provision not been included therein.

Section 5. Conflicts of Law.

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted City of Bonita Springs ordinance or Florida Statutes, the more restrictive shall apply.

Section 6: Codification and Scrivener's Errors.

It is the intention of the City Council for the City of Bonita Springs that the provisions of this ordinance shall become and be made a part of the Bonita Springs City Code; and that sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ___ day of _________, 2022.

AUTHENTICATION:

_________________________________ _______________________________

Mayor City Clerk

APPROVED AS TO FORM: ___________________________________

City Attorney

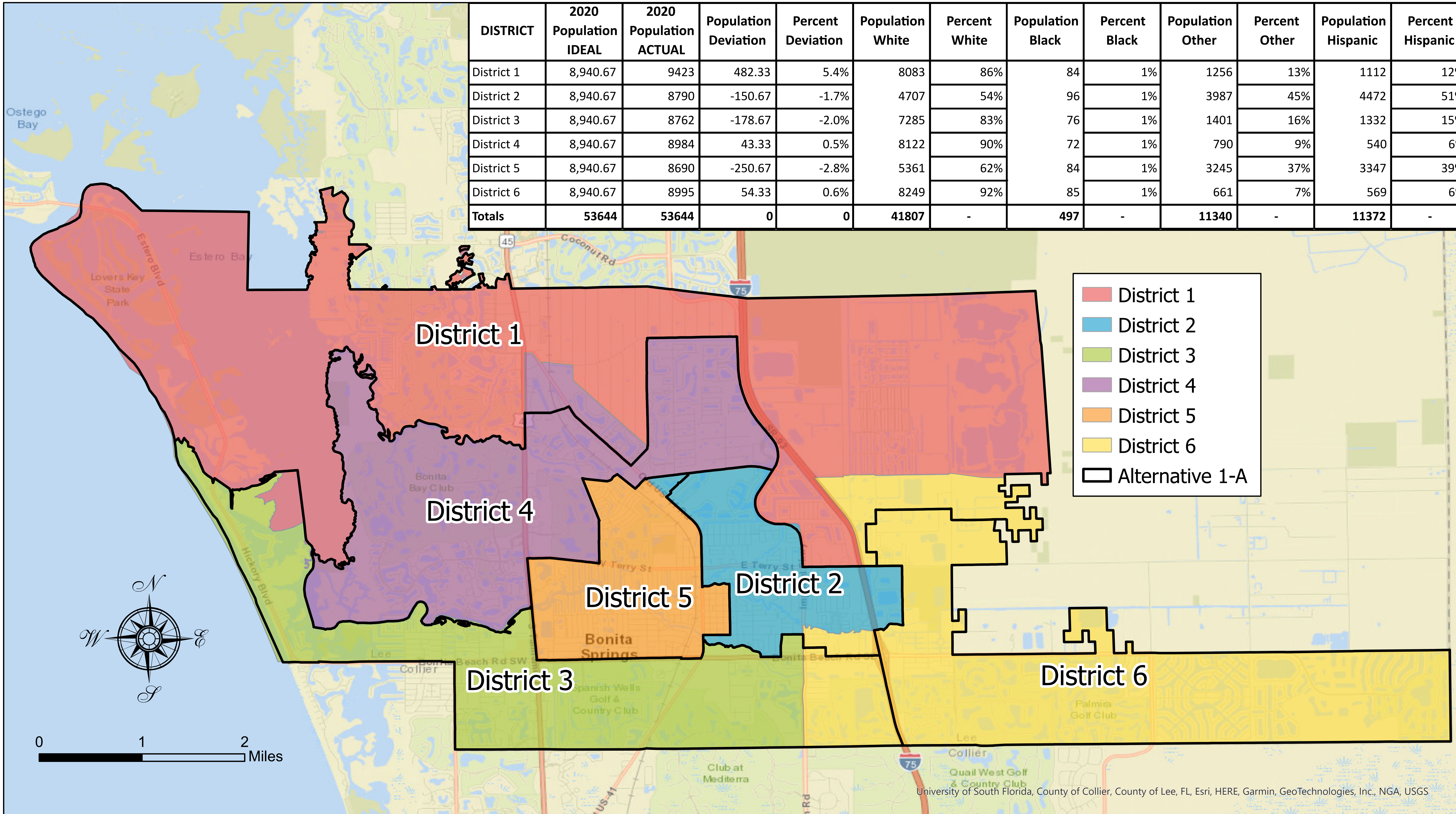
Vote:

Carr	Purdon
Corrie	Steinmeyer
Forbes	Quaremba
Gibson	

Date Filed With City Clerk: ________________

City Council Districts
Draft Alternative 1-A

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,940.67	9423	482.33	5.4%	8083	86%	84	1%	1256	13%	1112	12%
District 2	8,940.67	8790	-150.67	-1.7%	4707	54%	96	1%	3987	45%	4472	51%
District 3	8,940.67	8762	-178.67	-2.0%	7285	83%	76	1%	1401	16%	1332	15%
District 4	8,940.67	8984	43.33	0.5%	8122	90%	72	1%	790	9%	540	6%
District 5	8,940.67	8690	-250.67	-2.8%	5361	62%	84	1%	3245	37%	3347	39%
District 6	8,940.67	8995	54.33	0.6%	8249	92%	85	1%	661	7%	569	6%
Totals	**53644**	**53644**	**0**	**0**	**41807**	**-**	**497**	**-**	**11340**	**-**	**11372**	**-**

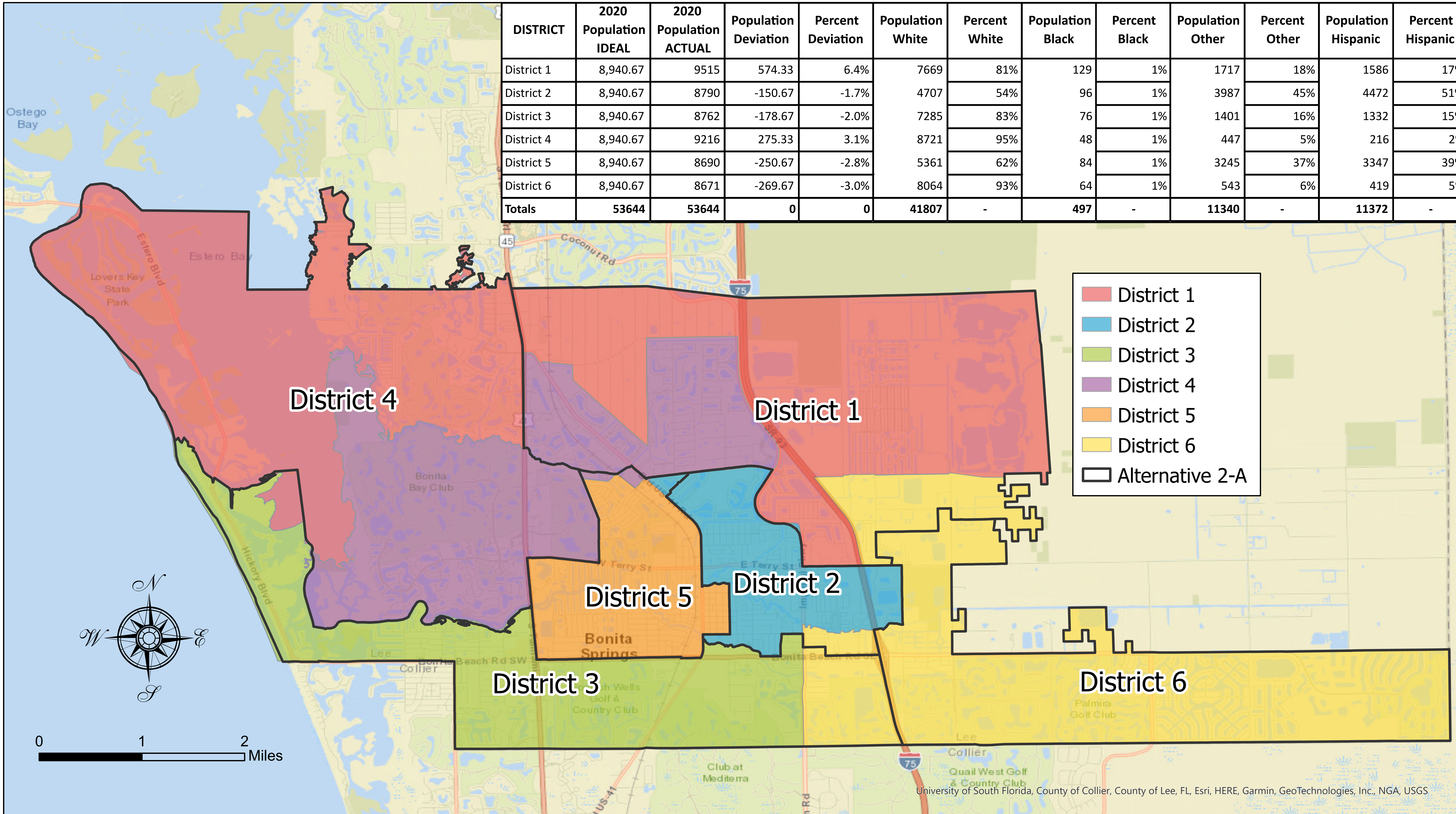


City of Bonita Springs Florida

KSA Governmental Consultants

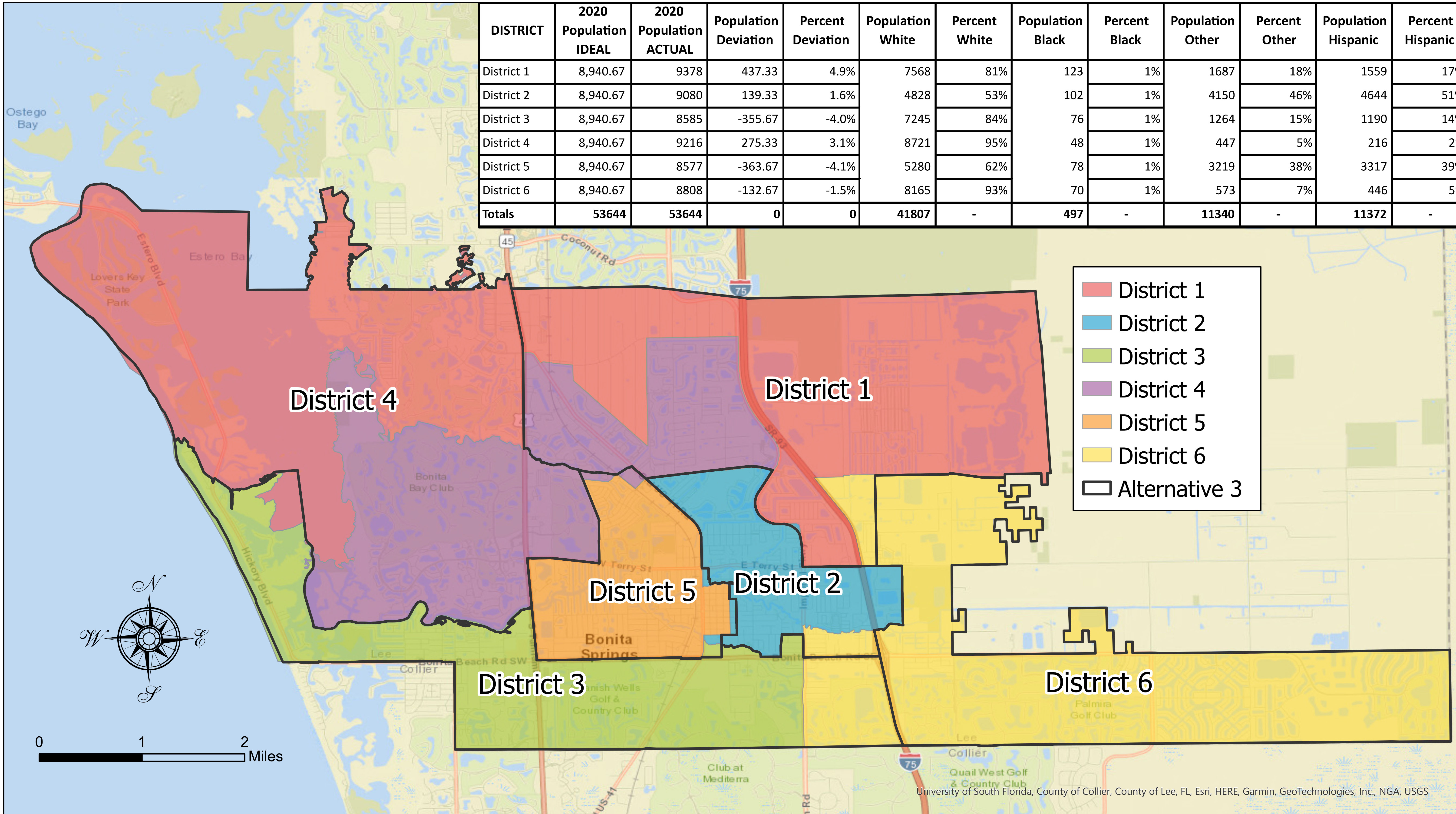
City Council Districts
Draft Alternative 2-A

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,940.67	9515	574.33	6.4%	7669	81%	129	1%	1717	18%	1586	17%
District 2	8,940.67	8790	-150.67	-1.7%	4707	54%	96	1%	3987	45%	4472	51%
District 3	8,940.67	8762	-178.67	-2.0%	7285	83%	76	1%	1401	16%	1332	15%
District 4	8,940.67	9216	275.33	3.1%	8721	95%	48	1%	447	5%	216	2%
District 5	8,940.67	8690	-250.67	-2.8%	5361	62%	84	1%	3245	37%	3347	39%
District 6	8,940.67	8671	-269.67	-3.0%	8064	93%	64	1%	543	6%	419	5%
Totals		**53644**	**53644**	**0**	**0**	**41807**	**-**	**497**	**-**	**11340**	**-**	**11372**	**-**



City Council Districts
Draft Alternative 3

DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,940.67	9378	437.33	4.9%	7568	81%	123	1%	1687	18%	1559	17%
District 2	8,940.67	9080	139.33	1.6%	4828	53%	102	1%	4150	46%	4644	51%
District 3	8,940.67	8585	-355.67	-4.0%	7245	84%	76	1%	1264	15%	1190	14%
District 4	8,940.67	9216	275.33	3.1%	8721	95%	48	1%	447	5%	216	2%
District 5	8,940.67	8577	-363.67	-4.1%	5280	62%	78	1%	3219	38%	3317	39%
District 6	8,940.67	8808	-132.67	-1.5%	8165	93%	70	1%	573	7%	446	5%
Totals		**53644**	**53644**	**0**	**0**	**41807**	**-**	**497**	**-**	**11340**	**-**	**11372**	**-**



City of Bonita Springs

Draft Redistricting Options

Alternative 1-A			D = 8.19									
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,941	9,423	482	5.39%	8,083	85.78%	84	0.89%	1,256	13.33%	1,112	11.80%
District 2	8,941	8,790	(151)	-1.69%	4,707	53.55%	96	1.09%	3,987	45.36%	4,472	50.88%
District 3	8,941	8,762	(179)	-2.00%	7,285	83.14%	76	0.87%	1,401	15.99%	1,332	15.20%
District 4	8,941	8,984	43	0.48%	8,122	90.41%	72	0.80%	790	8.79%	540	6.01%
District 5	8,941	8,690	(251)	-2.80%	5,361	61.69%	84	0.97%	3,245	37.34%	3,347	38.52%
District 6	8,941	8,995	54	0.61%	8,249	91.71%	85	0.94%	661	7.35%	569	6.33%
Totals	**53,644**	**53,644**			**41,807**		**497**		**11,340**		**11,372**	

Alternative 2-A			D = 9.44									
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,941	9,515	574	6.42%	7,669	80.60%	129	1.36%	1,717	18.05%	1,586	16.67%
District 2	8,941	8,790	(151)	-1.69%	4,707	53.55%	96	1.09%	3,987	45.36%	4,472	50.88%
District 3	8,941	8,762	(179)	-2.00%	7,285	83.14%	76	0.87%	1,401	15.99%	1,332	15.20%
District 4	8,941	9,216	275	3.08%	8,721	94.63%	48	0.52%	447	4.85%	216	2.34%
District 5	8,941	8,690	(251)	-2.80%	5,361	61.69%	84	0.97%	3,245	37.34%	3,347	38.52%
District 6	8,941	8,671	(270)	-3.02%	8,064	93.00%	64	0.74%	543	6.26%	419	4.83%
Totals	**53,644**	**53,644**			**41,807**		**497**		**11,340**		**11,372**	

Alternative 3			D = 8.96									
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,941	9,378	437	4.89%	7,568	80.70%	123	1.31%	1,687	17.99%	1,559	16.62%
District 2	8,941	9,080	139	1.56%	4,828	53.17%	102	1.12%	4,150	45.70%	4,644	51.15%
District 3	8,941	8,585	(356)	-3.98%	7,245	84.39%	76	0.89%	1,264	14.72%	1,190	13.86%
District 4	8,941	9,216	275	3.08%	8,721	94.63%	48	0.52%	447	4.85%	216	2.34%
District 5	8,941	8,577	(364)	-4.07%	5,280	61.56%	78	0.91%	3,219	37.53%	3,317	38.67%
District 6	8,941	8,808	(133)	-1.48%	8,165	92.70%	70	0.79%	573	6.51%	446	5.06%
Totals	**53,644**	**53,644**			**41,807**		**497**		**11,340**		**11,372**	

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 22- 07

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; PROVIDING THE INTENT OF THE CITY COUNCIL TO REDISTRICT THE CITY OF BONITA SPRINGS ELECTION DISTRICTS IN ACCORDANCE WITH THE CITY CHARTER AND IN CONSIDERATION OF THE 2020 CENSUS CONDUCTED BY THE U.S. CENSUS BUREAU; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as required by Article I of the Constitution of the United States, the U.S. Census Bureau must conduct a census every ten years to determine the number of people living in the United States; and

WHEREAS, Section 53 of the City Charter provides that in the year 2001, and in the odd-numbered years after each decennial census thereafter, and at any time when required by law, the City Council may redivide the City into six districts as roughly equal in permanent population (along precinct lines) as practical; and

WHEREAS, the City Council most recently redistricted the City by adoption of Ordinance 12-02 using data from the 2010 Census; and

WHEREAS, the U.S. Census Bureau has completed the 2020 Census and the data is now available to the public; and

WHEREAS, in accordance with the City Charter and in consideration of the 2020 Census data, the City Council intends to adjust the boundary lines of the City's election districts by adoption of an ordinance; and

WHEREAS, the City has contracted with Kurt Spitzer & Associates to assist the City Council in analyzing the 2020 Census data and redistricting the City accordingly.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS:

SECTION 1. ***Public Participation.*** The City Council will conduct a transparent redistricting process with opportunity for public participation. All redistricting plan information will be available to the public in a timely fashion, free of charge, via the City's website and other reasonable means. The public will have the opportunity to submit comments on district maps for City Council's consideration.

SECTION 2. ***Expert Consultant.*** In March 2022, insofar as practical or possible, Kurt Spitzer & Associates will present to City Council its final recommendation for revisions to the City's election district boundaries in accordance with the criteria provided in this resolution. Kurt Spitzer & Associates must include a map together with a description of the recommended election districts and, may include several other potential redistricting options that meet the criteria established in this resolution.

SECTION 3. ***Redistricting Criteria.*** The City Council shall follow established constitutional principles for redistricting in accordance with law. In furtherance of this requirement, the City Council shall adopt election district boundaries that meet the criteria set forth below. With the exception of population equality and compliance with the Voting Rights Act, which are mandatory criteria, there is no order of priority among the remaining criteria, which are discretionary criteria that the Council is choosing to follow to the extent practicable.

A. ***Population Equality.*** Election districts must be based upon the principle of equal and effective representation as required by the U.S. Constitution. Accordingly, each district must be as nearly of equal population as is practicable. The districts may deviate somewhat from perfect population equality to accommodate the redistricting criteria otherwise set forth in this resolution. The target for population deviation is no more than 3% greater or less than the ideal population for election districts, and in no case may the difference in deviation between the largest and smallest election districts exceed ten percentage points based on the data available from the 2020 census. The City Council may consider future population growth over the next decennial period.

B. ***Voting Rights Act.*** The districts must comply with Section 2 of the U.S. Voting Rights Act of 1965, which prohibits voting practices or procedures that discriminate on the basis of race, color, or membership in certain language minority groups, or which result in denying a racial or language minority and equal opportunity to participate in the political process. To this end, election districts must not be drawn in a manner that results in the dilution of the vote of a racial, ethnic, or language minority group.

C. ***Compactness.*** Each district should to the extent practicable be compact, striving for a minimum distance between all parts of the district with no bizarre shapes. For example, a circle, square, or hexagon would be examples of shapes that are compact.

D. ***Contiguity.*** Each district must have contiguous territory, where all parts of the district are connected at some point with the rest of the district. Contiguity may be achieved by crossing a waterbody.

E. ***Geographical Boundaries.*** The boundaries of each district should, to the extent practicable, recognize significant natural or man-made boundaries. For example, these include water bodies, major highways, or railroad tracks.

F. ***Political Boundaries.*** Each district should, to the extent practicable, recognize and not split existing political boundaries such as U.S. Congressional and Florida Legislative districts, voting precincts, or census blocks.

G. ***Communities of Interest.*** Each district should to the extent practicable recognize and not split existing communities of interest such as where people share recognizable social, political, cultural, religious, or economic interests. Communities of interest may include but are not limited to established neighborhoods and subdivisions, downtown districts, historical districts, or economic districts.

H. ***Existing District Cores.*** Each district should, to the extent practicable, maintain existing election districts as previously drawn.

SECTION 4. ***Intended timeline.*** The City Council intends to establish revised election district boundaries with an ordinance adopted no later than May 4, 2022, insofar as practical or possible.

SECTION 5. ***Effective date.*** This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of January, 2022.

AUTHENTICATION

Mayor Rick Steinmeyer

City Clerk's Office

Approved as to form:

City Attorney's Office

[Seal]

Vote:

Carr Aye	Purdon Aye
Corrie Aye	Quaremba Aye
Forbes Aye	Steinmeyer Aye
Gibson Aye	

CITY OF BONITA SPRINGS **AGENDA ITEM SUMMARY**	Green Sheet No. 22-03-046 March 16, 2022

REQUESTED MOTION: Presentation and review of the January Financial Report.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Adminstrative Services

AGENDA: City Manager's Items

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for January 31, 2022. This report is for four months of operations in the 2021-2022 fiscal year.

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Financial Report

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Lisa Roberson

Council Action: Approved __ Denied __ Deferred ___ Other_____________________

City of Bonita Springs, Florida

Balance Sheet

as of January 31.2022

		Special Revenue Funds									
				Impact Fee Funds				Downtown	Debt	Capital	Total
	General Fund	Gas Tax	Grants	Road	Park	Stormwater Management	Building Fees	Area Revenue Sharing	Service Funds	Project Fund	Governmental Funds
ASSETS											
Cash and cash equivalents	$ 37,025,500	$ 4,295,133	$ 3,620,712	$ 19,769,081	$ 3,340,427	$ 3,278,899	$ 7,635,133	$ 885,121	$ 67,776	$ -	$ 79,917,782
Receivables (net)	402,893	-	-	-	-	-	-	-	-	-	402,893
Due from other govt			647,577								647,577
Due from other funds	1,290,788	-	-	-	-	-	-	-	-	-	1,290,788
Total assets	$ 38,719,181	$ 4,295,133	$ 4,268,289	$ 19,769,081	$ 3,340,427	$ 3,278,899	$ 7,635,133	$ 885,121	$ 67,776	$ -	$ 82,259,040
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	$ 1,855	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,855
Accrued liabilities	272,178	-	-	-	-	-	-	-	-	-	272,178
Due to other funds	-	-	1,290,788	-	-	-	-	-	-	-	1,290,788
Due to other governments	23,138	-	-	95,110	-	-	-	-	-	-	118,248
Unearned Revenue	-	-	3,620,712	-	-	-	-	-	-	-	3,620,712
Total liabilities	297,171	-	4,911,500	95,110	-	-	-	-	-	-	5,303,781
Total fund balances, beginning of the year	30,986,155	4,397,758	-	21,507,811	3,077,820	2,015,242	7,950,075	487,792	67,776	-	70,490,429
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	7,435,855	(102,625)	(643,211)	(1,833,840)	262,607	1,263,657	(314,942)	397,329	-	-	6,464,830
Fund balances	38,422,010	4,295,133	(643,211)	19,673,971	3,340,427	3,278,899	7,635,133	885,121	67,776	-	76,955,259
Total liabilities and fund balances	$ 38,719,181	$ 4,295,133	$ 4,268,289	$ 19,769,081	$ 3,340,427	$ 3,278,899	$ 7,635,133	$ 885,121	$ 67,776	$ -	$ 82,259,040

General Fund Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	9,268,000.00	9,268,000.00	303,723.82	8,866,998.10	401,001.90
315 - Communications Services Taxes	1,273,000.00	1,273,000.00	106,836.32	330,493.86	942,506.14
316 - Local Business Taxes	30,000.00	30,000.00	909.99	4,773.71	25,226.29
323 - Franchise Fees	3,265,000.00	3,265,000.00	233,026.16	743,436.92	2,521,563.08
329 - Other Permits, Fees & Special Assessment	61,300.00	61,300.00	2,895.00	12,540.00	48,760.00
335 - State Shared Revenue	6,446,070.00	6,446,070.00	615,749.73	1,710,404.67	4,735,665.33
341 - General Government	473,900.00	473,900.00	44,186.38	145,832.58	328,067.42
343 - Physical Environment	112,200.00	112,200.00	8,600.00	32,600.00	79,600.00
347 - Culture/Recreation	77,600.00	77,600.00	8,742.28	30,893.66	46,706.34
349 - Other Charges for Services	107,100.00	107,100.00	5,100.22	22,538.80	84,561.20
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	2,336.35	6,231.50	16,168.50
354 - Fines Local Ordinance	80,000.00	80,000.00	33,425.00	60,029.00	19,971.00
361 - Interest & Other Earnings	90,000.00	90,000.00	3,507.38	13,729.10	76,270.90
362 - Rents & Royalties	20,000.00	20,000.00	2,260.00	11,052.50	8,947.50
366 - Contributions	4,000.00	4,000.00	40.00	389.87	3,610.13
369 - Other Misc Revenues	33,000.00	33,000.00	13,244.59	14,467.36	18,532.64
Revenue Total:	**21,363,570.00**	**21,363,570.00**	**1,384,583.22**	**12,006,411.63**	**9,357,158.37**
Expense					
51 - General Government	6,523,375.00	6,523,375.00	350,355.39	1,594,943.72	4,928,431.28
52 - Public Safety	2,835,674.00	2,835,674.00	48,818.85	731,722.86	2,103,951.14
53 - Physical Environment	477,844.00	766,987.00	21,104.96	334,837.62	432,149.38
54 - Transportation	3,127,082.00	3,127,082.00	149,507.78	801,579.25	2,325,502.75
55 - Economic Environment	27,550.00	27,550.00	0.00	0.00	27,550.00
56 - Human Services	194,186.00	194,186.00	1,670.00	3,450.00	190,736.00
57 - Culture & Recreation	2,552,949.00	2,552,949.00	135,578.61	707,161.04	1,845,787.96
58 - Other Uses/Transfers Out	9,180,290.00	22,305,430.00	81,413.52	396,861.96	21,908,568.04
59 - Other Nonoperating	0.00	0.00	0.00	0.00	0.00
Expense Total:	**24,918,950.00**	**38,333,233.00**	**788,449.11**	**4,570,556.45**	**33,762,676.55**
Fund: 00 - General Fund Surplus (Deficit):	**-3,555,380.00**	**-16,969,663.00**	**596,134.11**	**7,435,855.18**	**-24,405,518.18**
Total Surplus (Deficit):	**-3,555,380.00**	**-16,969,663.00**	**596,134.11**	**7,435,855.18**	

General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	461,187.00	461,187.00	37,252.14	139,846.08	321,340.92
102 - Boards & Committees	77,000.00	77,000.00	0.00	50.50	76,949.50
201 - City Manager	565,711.00	565,711.00	35,621.63	174,347.36	391,363.64
211 - Planning & Zoning	1,897,751.00	1,897,751.00	143,606.73	575,260.90	1,322,490.10
220 - Law Enforcement/Security	2,047,554.00	2,047,554.00	3,500.80	514,962.50	1,532,591.50
230 - Neighborhood Services	757,390.00	757,390.00	43,965.13	211,358.60	546,031.40
240 - Information Technologies	217,622.00	217,622.00	12,367.58	57,565.36	160,056.64
250 - Public Works	3,537,926.00	3,827,069.00	159,612.74	1,121,538.39	2,705,530.61
260 - Emergency Preparedness	30,730.00	30,730.00	1,352.92	5,401.76	25,328.24
270 - Non-Departmental Expenditures	840,189.00	840,189.00	4,822.42	66,839.02	773,349.98
301 - City Attorney	788,962.00	788,962.00	16,298.14	124,763.40	664,198.60
401 - Adminstrative Services	400,961.00	400,961.00	20,842.64	102,151.00	298,810.00
402 - City Hall	240,080.00	240,080.00	13,186.01	62,292.81	177,787.19
410 - Human Resources	68,400.00	68,400.00	1,459.25	5,951.95	62,448.05
430 - Communications	761,536.00	761,536.00	41,900.08	243,062.80	518,473.20
501 - Finance	766,917.00	766,917.00	40,067.50	173,096.98	593,820.02
601 - Parks & Recreation Adminstration	666,550.00	666,550.00	39,742.83	185,572.48	480,977.52
602 - Receation Center	420,736.00	420,736.00	21,866.11	119,573.11	301,162.89
603 - Community Park & Ball Fields	194,326.00	194,326.00	15,697.45	43,703.55	150,622.45
604 - Community Pool	381,063.00	381,063.00	30,135.50	91,792.98	289,270.02
605 - Riverside Park	141,643.00	141,643.00	5,578.98	44,093.76	97,549.24
609 - Formerly Community Hall/Sherriff Substation	14,941.00	14,941.00	345.61	3,099.52	11,841.48
610 - Dog Park	65,650.00	65,650.00	1,557.70	17,836.65	47,813.35
611 - Beach Parks	9,698.00	9,698.00	16.56	67.72	9,630.28
613 - BS Soccer Complex	99,314.00	99,314.00	4,666.39	26,126.35	73,187.65
614 - Kentucky Street Park	4,250.00	4,250.00	1,100.00	1,100.00	3,150.00
615 - Liles Hotel	74,532.00	74,532.00	2,752.89	22,406.36	52,125.64
617 - Bonita Nature Place	24,130.00	24,130.00	1,443.38	6,217.07	17,912.93
618 - Windsor Road Preserve	8,125.00	8,125.00	374.34	447.36	7,677.64
620 - Marni Fields	92,166.00	92,166.00	4,875.17	20,843.05	71,322.95
621 - BS River Park	18,990.00	18,990.00	1,026.97	2,726.55	16,263.45
622 - Cullum's Bonita Trail	14,250.00	14,250.00	0.00	7,421.32	6,828.68
623 - Carpenter Lane Canoe & Kayak	1,180.00	1,180.00	0.00	85.68	1,094.32
624 - Leitner Creek Neighborhood Park	5,250.00	5,250.00	0.00	1,973.52	3,276.48
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	0.00	6,000.00
629 - Oak Creek Kayak Launch	10,450.00	10,450.00	0.00	0.00	10,450.00
631 - Former Library Building	20,000.00	20,000.00	0.00	0.00	20,000.00
883 - Veterans	5,500.00	5,500.00	0.00	88.48	5,411.52
885 - Donate a Bench	0.00	0.00	0.00	29.57	-29.57
Fund: 00 - General Fund Total:	**15,738,660.00**	**16,027,803.00**	**707,035.59**	**4,173,694.49**	**11,854,108.51**
Total Surplus (Deficit):	**-15,738,660.00**	**-16,027,803.00**	**-707,035.59**	**-4,173,694.49**	

Special Revenue Funds Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,652,850.00	1,652,850.00	136,555.16	408,438.19	1,244,411.81
335 - State Shared Revenue	370,000.00	370,000.00	24,541.87	73,625.61	296,374.39
361 - Interest & Other Earnings	11,000.00	11,000.00	510.00	2,024.00	8,976.00
Revenue Total:	**2,033,850.00**	**2,033,850.00**	**161,607.03**	**484,087.80**	**1,549,762.20**
Expense					
54 - Transportation	1,198,268.00	1,198,268.00	65,598.88	273,878.89	924,389.11
58 - Other Uses/Transfers Out	1,841,600.00	4,464,039.00	-106,915.00	312,834.50	4,151,204.50
Expense Total:	**3,039,868.00**	**5,662,307.00**	**-41,316.12**	**586,713.39**	**5,075,593.61**
Fund: 10 - Gas Tax Fund Surplus (Deficit):	**-1,006,018.00**	**-3,628,457.00**	**202,923.15**	**-102,625.59**	**-3,525,831.41**
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	300,000.00	5,277,447.00	0.00	19,868.50	5,257,578.50
332 - Other Financial Assistance-Federal Source	250,000.00	250,000.00	0.00	0.00	250,000.00
334 - State Grants	2,978,200.00	31,326,206.00	-11,216.21	-30.65	31,326,236.65
337 - Local Gvmt Grants	40,000.00	90,616.00	0.00	0.00	90,616.00
381 - Transfers In	40,000.00	40,000.00	0.00	2,720.00	37,280.00
Revenue Total:	**3,608,200.00**	**36,984,269.00**	**-11,216.21**	**22,557.85**	**36,961,711.15**
Expense					
52 - Public Safety	80,000.00	80,000.00	3,584.00	9,024.00	70,976.00
58 - Other Uses/Transfers Out	3,528,200.00	36,904,269.00	332,003.25	656,744.43	36,247,524.57
Expense Total:	**3,608,200.00**	**36,984,269.00**	**335,587.25**	**665,768.43**	**36,318,500.57**
Fund: 13 - Grant Fund Surplus (Deficit):	**0.00**	**0.00**	**-346,803.46**	**-643,210.58**	**643,210.58**
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	3,502,000.00	3,502,000.00	379,865.02	3,485,516.05	16,483.95
361 - Interest & Other Earnings	50,000.00	50,000.00	2,810.00	11,201.00	38,799.00
Revenue Total:	**3,552,000.00**	**3,552,000.00**	**382,675.02**	**3,496,717.05**	**55,282.95**
Expense					
58 - Other Uses/Transfers Out	8,462,810.00	22,863,524.00	119,437.99	5,330,556.76	17,532,967.24
Expense Total:	**8,462,810.00**	**22,863,524.00**	**119,437.99**	**5,330,556.76**	**17,532,967.24**
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	**-4,910,810.00**	**-19,311,524.00**	**263,237.03**	**-1,833,839.71**	**-17,477,684.29**
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	252,700.00	252,700.00	25,584.00	273,636.00	-20,936.00
361 - Interest & Other Earnings	10,000.00	10,000.00	394.00	1,563.00	8,437.00
Revenue Total:	**262,700.00**	**262,700.00**	**25,978.00**	**275,199.00**	**-12,499.00**
Expense					
58 - Other Uses/Transfers Out	1,250,000.00	3,031,420.00	1,170.00	12,591.25	3,018,828.75
Expense Total:	**1,250,000.00**	**3,031,420.00**	**1,170.00**	**12,591.25**	**3,018,828.75**
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	**-987,300.00**	**-2,768,720.00**	**24,808.00**	**262,607.75**	**-3,031,327.75**
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,008,100.00	1,008,100.00	41,663.16	1,400,313.91	-392,213.91
361 - Interest & Other Earnings	3,000.00	3,000.00	127.00	504.00	2,496.00
Revenue Total:	**1,011,100.00**	**1,011,100.00**	**41,790.16**	**1,400,817.91**	**-389,717.91**
Expense					
53 - Physical Environment	520,380.00	520,380.00	0.00	137,160.52	383,219.48

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense Total:	**520,380.00**	**520,380.00**	**0.00**	**137,160.52**	**383,219.48**
Fund: 18 - Stormwater Management Surplus (Deficit):	**490,720.00**	**490,720.00**	**41,790.16**	**1,263,657.39**	**-772,937.39**
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	1,607,000.00	1,607,000.00	82,615.53	447,321.43	1,159,678.57
329 - Other Permits, Fees & Special Assessment	0.00	0.00	48,227.40	205,484.40	-205,484.40
361 - Interest & Other Earnings	30,000.00	30,000.00	1,119.00	4,462.00	25,538.00
Revenue Total:	**1,637,000.00**	**1,637,000.00**	**131,961.93**	**657,267.83**	**979,732.17**
Expense					
52 - Public Safety	3,034,220.00	3,034,220.00	232,717.14	927,769.28	2,106,450.72
58 - Other Uses/Transfers Out	0.00	955,373.00	16,453.00	44,441.00	910,932.00
Expense Total:	**3,034,220.00**	**3,989,593.00**	**249,170.14**	**972,210.28**	**3,017,382.72**
Fund: 19 - Building Fees Fund Surplus (Deficit):	**-1,397,220.00**	**-2,352,593.00**	**-117,208.21**	**-314,942.45**	**-2,037,650.55**
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	542,000.00	542,000.00	0.00	0.00	542,000.00
337 - Local Gvmt Grants	1,362,600.00	1,362,600.00	0.00	1,370,475.00	-7,875.00
Revenue Total:	**1,904,600.00**	**1,904,600.00**	**0.00**	**1,370,475.00**	**534,125.00**
Expense					
58 - Other Uses/Transfers Out	1,073,570.00	1,073,570.00	973,146.00	973,146.00	100,424.00
Expense Total:	**1,073,570.00**	**1,073,570.00**	**973,146.00**	**973,146.00**	**100,424.00**
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	**831,030.00**	**831,030.00**	**-973,146.00**	**397,329.00**	**433,701.00**
Total Surplus (Deficit):	**-6,979,598.00**	**-26,739,544.00**	**-904,399.33**	**-971,024.19**	

Debt Service Funds Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
381 - Transfers In	2,487,350.00	2,487,350.00	0.00	2,556,945.45	-69,595.45
Revenue Total:	**2,487,350.00**	**2,487,350.00**	**0.00**	**2,556,945.45**	**-69,595.45**
Expense					
51 - General Government	2,556,950.00	2,556,950.00	0.00	2,556,945.45	4.55
Expense Total:	**2,556,950.00**	**2,556,950.00**	**0.00**	**2,556,945.45**	**4.55**
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	**-69,600.00**	**-69,600.00**	**0.00**	**0.00**	**-69,600.00**
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,570.00	1,073,570.00	973,146.00	973,146.00	100,424.00
Revenue Total:	**1,073,570.00**	**1,073,570.00**	**973,146.00**	**973,146.00**	**100,424.00**
Expense					
51 - General Government	1,073,570.00	1,073,570.00	973,146.00	973,146.00	100,424.00
Expense Total:	**1,073,570.00**	**1,073,570.00**	**973,146.00**	**973,146.00**	**100,424.00**
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	125,000.00	125,000.00	62,996.99	62,996.99	62,003.01
Revenue Total:	**125,000.00**	**125,000.00**	**62,996.99**	**62,996.99**	**62,003.01**
Expense					
51 - General Government	125,000.00	125,000.00	62,996.99	62,996.99	62,003.01
Expense Total:	**125,000.00**	**125,000.00**	**62,996.99**	**62,996.99**	**62,003.01**
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**-69,600.00**	**-69,600.00**	**0.00**	**0.00**	

Capital Project Funds Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
369 - Other Misc Revenues	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	20,410,550.00	85,717,608.00	380,565.77	4,088,563.96	81,629,044.04
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Revenue Total:	**20,410,550.00**	**85,717,608.00**	**380,565.77**	**4,088,563.96**	**81,629,044.04**
Expense					
51 - General Government	1,640,000.00	3,767,034.00	28,843.88	-12,385.03	3,779,419.03
53 - Physical Environment	6,246,980.00	46,907,867.00	332,033.90	597,057.11	46,310,809.89
54 - Transportation	10,484,500.00	32,025,196.00	14,597.99	3,475,046.38	28,550,149.62
57 - Culture & Recreation	2,039,070.00	3,017,511.00	5,090.00	28,845.50	2,988,665.50
58 - Other Uses/Transfers Out	0.00	0.00	0.00	0.00	0.00
Expense Total:	**20,410,550.00**	**85,717,608.00**	**380,565.77**	**4,088,563.96**	**81,629,044.04**
Fund: 30 - Cap Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 31 - Other Capital Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	1,200,000.00	2,154,097.00	0.00	42,803.50	2,111,293.50
Revenue Total:	**1,200,000.00**	**2,154,097.00**	**0.00**	**42,803.50**	**2,111,293.50**
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	0.00	173,285.00	0.00	37,991.00	135,294.00
57 - Culture & Recreation	1,200,000.00	1,980,812.00	0.00	4,812.50	1,975,999.50
Expense Total:	**1,200,000.00**	**2,154,097.00**	**0.00**	**42,803.50**	**2,111,293.50**
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	

City of Bonita Springs, Florida

Balance Sheet

as of January 31.2022

		Special Revenue Funds									
				Impact Fee Funds				Downtown	Debt	Capital	Total
	General Fund	Gas Tax	Grants	Road	Park	Stormwater Management	Building Fees	Area Revenue Sharing	Service Funds	Project Fund	Governmental Funds
ASSETS											
Cash and cash equivalents	$ 37,025,500	$ 4,295,133	$ 3,620,712	$ 19,769,081	$ 3,340,427	$ 3,278,899	$ 7,635,133	$ 885,121	$ 67,776	$ -	$ 79,917,782
Receivables (net)	402,893	-	-	-	-	-	-	-	-	-	402,893
Due from other govt			647,577								647,577
Due from other funds	1,290,788	-	-	-	-	-	-	-	-	-	1,290,788
Total assets	$ 38,719,181	$ 4,295,133	$ 4,268,289	$ 19,769,081	$ 3,340,427	$ 3,278,899	$ 7,635,133	$ 885,121	$ 67,776	$ -	$ 82,259,040
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	$ 1,855	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,855
Accrued liabilities	272,178	-	-	-	-	-	-	-	-	-	272,178
Due to other funds	-	-	1,290,788	-	-	-	-	-	-	-	1,290,788
Due to other governments	23,138	-	-	95,110	-	-	-	-	-	-	118,248
Unearned Revenue	-	-	3,620,712	-	-	-	-	-	-	-	3,620,712
Total liabilities	297,171	-	4,911,500	95,110	-	-	-	-	-	-	5,303,781
Total fund balances, beginning of the year	30,986,155	4,397,758	-	21,507,811	3,077,820	2,015,242	7,950,075	487,792	67,776	-	70,490,429
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	7,435,855	(102,625)	(643,211)	(1,833,840)	262,607	1,263,657	(314,942)	397,329	-	-	6,464,830
Fund balances	38,422,010	4,295,133	(643,211)	19,673,971	3,340,427	3,278,899	7,635,133	885,121	67,776	-	76,955,259
Total liabilities and fund balances	$ 38,719,181	$ 4,295,133	$ 4,268,289	$ 19,769,081	$ 3,340,427	$ 3,278,899	$ 7,635,133	$ 885,121	$ 67,776	$ -	$ 82,259,040

General Fund Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	9,268,000.00	9,268,000.00	303,723.82	8,866,998.10	401,001.90
315 - Communications Services Taxes	1,273,000.00	1,273,000.00	106,836.32	330,493.86	942,506.14
316 - Local Business Taxes	30,000.00	30,000.00	909.99	4,773.71	25,226.29
323 - Franchise Fees	3,265,000.00	3,265,000.00	233,026.16	743,436.92	2,521,563.08
329 - Other Permits, Fees & Special Assessment	61,300.00	61,300.00	2,895.00	12,540.00	48,760.00
335 - State Shared Revenue	6,446,070.00	6,446,070.00	615,749.73	1,710,404.67	4,735,665.33
341 - General Government	473,900.00	473,900.00	44,186.38	145,832.58	328,067.42
343 - Physical Environment	112,200.00	112,200.00	8,600.00	32,600.00	79,600.00
347 - Culture/Recreation	77,600.00	77,600.00	8,742.28	30,893.66	46,706.34
349 - Other Charges for Services	107,100.00	107,100.00	5,100.22	22,538.80	84,561.20
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	2,336.35	6,231.50	16,168.50
354 - Fines Local Ordinance	80,000.00	80,000.00	33,425.00	60,029.00	19,971.00
361 - Interest & Other Earnings	90,000.00	90,000.00	3,507.38	13,729.10	76,270.90
362 - Rents & Royalties	20,000.00	20,000.00	2,260.00	11,052.50	8,947.50
366 - Contributions	4,000.00	4,000.00	40.00	389.87	3,610.13
369 - Other Misc Revenues	33,000.00	33,000.00	13,244.59	14,467.36	18,532.64
Revenue Total:	**21,363,570.00**	**21,363,570.00**	**1,384,583.22**	**12,006,411.63**	**9,357,158.37**
Expense					
51 - General Government	6,523,375.00	6,523,375.00	350,355.39	1,594,943.72	4,928,431.28
52 - Public Safety	2,835,674.00	2,835,674.00	48,818.85	731,722.86	2,103,951.14
53 - Physical Environment	477,844.00	766,987.00	21,104.96	334,837.62	432,149.38
54 - Transportation	3,127,082.00	3,127,082.00	149,507.78	801,579.25	2,325,502.75
55 - Economic Environment	27,550.00	27,550.00	0.00	0.00	27,550.00
56 - Human Services	194,186.00	194,186.00	1,670.00	3,450.00	190,736.00
57 - Culture & Recreation	2,552,949.00	2,552,949.00	135,578.61	707,161.04	1,845,787.96
58 - Other Uses/Transfers Out	9,180,290.00	22,305,430.00	81,413.52	396,861.96	21,908,568.04
59 - Other Nonoperating	0.00	0.00	0.00	0.00	0.00
Expense Total:	**24,918,950.00**	**38,333,233.00**	**788,449.11**	**4,570,556.45**	**33,762,676.55**
Fund: 00 - General Fund Surplus (Deficit):	**-3,555,380.00**	**-16,969,663.00**	**596,134.11**	**7,435,855.18**	**-24,405,518.18**
Total Surplus (Deficit):	**-3,555,380.00**	**-16,969,663.00**	**596,134.11**	**7,435,855.18**	

General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	461,187.00	461,187.00	37,252.14	139,846.08	321,340.92
102 - Boards & Committees	77,000.00	77,000.00	0.00	50.50	76,949.50
201 - City Manager	565,711.00	565,711.00	35,621.63	174,347.36	391,363.64
211 - Planning & Zoning	1,897,751.00	1,897,751.00	143,606.73	575,260.90	1,322,490.10
220 - Law Enforcement/Security	2,047,554.00	2,047,554.00	3,500.80	514,962.50	1,532,591.50
230 - Neighborhood Services	757,390.00	757,390.00	43,965.13	211,358.60	546,031.40
240 - Information Technologies	217,622.00	217,622.00	12,367.58	57,565.36	160,056.64
250 - Public Works	3,537,926.00	3,827,069.00	159,612.74	1,121,538.39	2,705,530.61
260 - Emergency Preparedness	30,730.00	30,730.00	1,352.92	5,401.76	25,328.24
270 - Non-Departmental Expenditures	840,189.00	840,189.00	4,822.42	66,839.02	773,349.98
301 - City Attorney	788,962.00	788,962.00	16,298.14	124,763.40	664,198.60
401 - Adminstrative Services	400,961.00	400,961.00	20,842.64	102,151.00	298,810.00
402 - City Hall	240,080.00	240,080.00	13,186.01	62,292.81	177,787.19
410 - Human Resources	68,400.00	68,400.00	1,459.25	5,951.95	62,448.05
430 - Communications	761,536.00	761,536.00	41,900.08	243,062.80	518,473.20
501 - Finance	766,917.00	766,917.00	40,067.50	173,096.98	593,820.02
601 - Parks & Recreation Adminstration	666,550.00	666,550.00	39,742.83	185,572.48	480,977.52
602 - Receation Center	420,736.00	420,736.00	21,866.11	119,573.11	301,162.89
603 - Community Park & Ball Fields	194,326.00	194,326.00	15,697.45	43,703.55	150,622.45
604 - Community Pool	381,063.00	381,063.00	30,135.50	91,792.98	289,270.02
605 - Riverside Park	141,643.00	141,643.00	5,578.98	44,093.76	97,549.24
609 - Formerly Community Hall/Sherriff Substation	14,941.00	14,941.00	345.61	3,099.52	11,841.48
610 - Dog Park	65,650.00	65,650.00	1,557.70	17,836.65	47,813.35
611 - Beach Parks	9,698.00	9,698.00	16.56	67.72	9,630.28
613 - BS Soccer Complex	99,314.00	99,314.00	4,666.39	26,126.35	73,187.65
614 - Kentucky Street Park	4,250.00	4,250.00	1,100.00	1,100.00	3,150.00
615 - Liles Hotel	74,532.00	74,532.00	2,752.89	22,406.36	52,125.64
617 - Bonita Nature Place	24,130.00	24,130.00	1,443.38	6,217.07	17,912.93
618 - Windsor Road Preserve	8,125.00	8,125.00	374.34	447.36	7,677.64
620 - Marni Fields	92,166.00	92,166.00	4,875.17	20,843.05	71,322.95
621 - BS River Park	18,990.00	18,990.00	1,026.97	2,726.55	16,263.45
622 - Cullum's Bonita Trail	14,250.00	14,250.00	0.00	7,421.32	6,828.68
623 - Carpenter Lane Canoe & Kayak	1,180.00	1,180.00	0.00	85.68	1,094.32
624 - Leitner Creek Neighborhood Park	5,250.00	5,250.00	0.00	1,973.52	3,276.48
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	0.00	6,000.00
629 - Oak Creek Kayak Launch	10,450.00	10,450.00	0.00	0.00	10,450.00
631 - Former Library Building	20,000.00	20,000.00	0.00	0.00	20,000.00
883 - Veterans	5,500.00	5,500.00	0.00	88.48	5,411.52
885 - Donate a Bench	0.00	0.00	0.00	29.57	-29.57
Fund: 00 - General Fund Total:	**15,738,660.00**	**16,027,803.00**	**707,035.59**	**4,173,694.49**	**11,854,108.51**
Total Surplus (Deficit):	**-15,738,660.00**	**-16,027,803.00**	**-707,035.59**	**-4,173,694.49**	

Special Revenue Funds Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,652,850.00	1,652,850.00	136,555.16	408,438.19	1,244,411.81
335 - State Shared Revenue	370,000.00	370,000.00	24,541.87	73,625.61	296,374.39
361 - Interest & Other Earnings	11,000.00	11,000.00	510.00	2,024.00	8,976.00
Revenue Total:	**2,033,850.00**	**2,033,850.00**	**161,607.03**	**484,087.80**	**1,549,762.20**
Expense					
54 - Transportation	1,198,268.00	1,198,268.00	65,598.88	273,878.89	924,389.11
58 - Other Uses/Transfers Out	1,841,600.00	4,464,039.00	-106,915.00	312,834.50	4,151,204.50
Expense Total:	**3,039,868.00**	**5,662,307.00**	**-41,316.12**	**586,713.39**	**5,075,593.61**
Fund: 10 - Gas Tax Fund Surplus (Deficit):	**-1,006,018.00**	**-3,628,457.00**	**202,923.15**	**-102,625.59**	**-3,525,831.41**
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	300,000.00	5,277,447.00	0.00	19,868.50	5,257,578.50
332 - Other Financial Assistance-Federal Source	250,000.00	250,000.00	0.00	0.00	250,000.00
334 - State Grants	2,978,200.00	31,326,206.00	-11,216.21	-30.65	31,326,236.65
337 - Local Gvmt Grants	40,000.00	90,616.00	0.00	0.00	90,616.00
381 - Transfers In	40,000.00	40,000.00	0.00	2,720.00	37,280.00
Revenue Total:	**3,608,200.00**	**36,984,269.00**	**-11,216.21**	**22,557.85**	**36,961,711.15**
Expense					
52 - Public Safety	80,000.00	80,000.00	3,584.00	9,024.00	70,976.00
58 - Other Uses/Transfers Out	3,528,200.00	36,904,269.00	332,003.25	656,744.43	36,247,524.57
Expense Total:	**3,608,200.00**	**36,984,269.00**	**335,587.25**	**665,768.43**	**36,318,500.57**
Fund: 13 - Grant Fund Surplus (Deficit):	**0.00**	**0.00**	**-346,803.46**	**-643,210.58**	**643,210.58**
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	3,502,000.00	3,502,000.00	379,865.02	3,485,516.05	16,483.95
361 - Interest & Other Earnings	50,000.00	50,000.00	2,810.00	11,201.00	38,799.00
Revenue Total:	**3,552,000.00**	**3,552,000.00**	**382,675.02**	**3,496,717.05**	**55,282.95**
Expense					
58 - Other Uses/Transfers Out	8,462,810.00	22,863,524.00	119,437.99	5,330,556.76	17,532,967.24
Expense Total:	**8,462,810.00**	**22,863,524.00**	**119,437.99**	**5,330,556.76**	**17,532,967.24**
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	**-4,910,810.00**	**-19,311,524.00**	**263,237.03**	**-1,833,839.71**	**-17,477,684.29**
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	252,700.00	252,700.00	25,584.00	273,636.00	-20,936.00
361 - Interest & Other Earnings	10,000.00	10,000.00	394.00	1,563.00	8,437.00
Revenue Total:	**262,700.00**	**262,700.00**	**25,978.00**	**275,199.00**	**-12,499.00**
Expense					
58 - Other Uses/Transfers Out	1,250,000.00	3,031,420.00	1,170.00	12,591.25	3,018,828.75
Expense Total:	**1,250,000.00**	**3,031,420.00**	**1,170.00**	**12,591.25**	**3,018,828.75**
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	**-987,300.00**	**-2,768,720.00**	**24,808.00**	**262,607.75**	**-3,031,327.75**
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,008,100.00	1,008,100.00	41,663.16	1,400,313.91	-392,213.91
361 - Interest & Other Earnings	3,000.00	3,000.00	127.00	504.00	2,496.00
Revenue Total:	**1,011,100.00**	**1,011,100.00**	**41,790.16**	**1,400,817.91**	**-389,717.91**
Expense					
53 - Physical Environment	520,380.00	520,380.00	0.00	137,160.52	383,219.48

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense Total:	**520,380.00**	**520,380.00**	**0.00**	**137,160.52**	**383,219.48**
Fund: 18 - Stormwater Management Surplus (Deficit):	**490,720.00**	**490,720.00**	**41,790.16**	**1,263,657.39**	**-772,937.39**
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	1,607,000.00	1,607,000.00	82,615.53	447,321.43	1,159,678.57
329 - Other Permits, Fees & Special Assessment	0.00	0.00	48,227.40	205,484.40	-205,484.40
361 - Interest & Other Earnings	30,000.00	30,000.00	1,119.00	4,462.00	25,538.00
Revenue Total:	**1,637,000.00**	**1,637,000.00**	**131,961.93**	**657,267.83**	**979,732.17**
Expense					
52 - Public Safety	3,034,220.00	3,034,220.00	232,717.14	927,769.28	2,106,450.72
58 - Other Uses/Transfers Out	0.00	955,373.00	16,453.00	44,441.00	910,932.00
Expense Total:	**3,034,220.00**	**3,989,593.00**	**249,170.14**	**972,210.28**	**3,017,382.72**
Fund: 19 - Building Fees Fund Surplus (Deficit):	**-1,397,220.00**	**-2,352,593.00**	**-117,208.21**	**-314,942.45**	**-2,037,650.55**
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	542,000.00	542,000.00	0.00	0.00	542,000.00
337 - Local Gvmt Grants	1,362,600.00	1,362,600.00	0.00	1,370,475.00	-7,875.00
Revenue Total:	**1,904,600.00**	**1,904,600.00**	**0.00**	**1,370,475.00**	**534,125.00**
Expense					
58 - Other Uses/Transfers Out	1,073,570.00	1,073,570.00	973,146.00	973,146.00	100,424.00
Expense Total:	**1,073,570.00**	**1,073,570.00**	**973,146.00**	**973,146.00**	**100,424.00**
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	**831,030.00**	**831,030.00**	**-973,146.00**	**397,329.00**	**433,701.00**
Total Surplus (Deficit):	**-6,979,598.00**	**-26,739,544.00**	**-904,399.33**	**-971,024.19**	

Debt Service Funds Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
381 - Transfers In	2,487,350.00	2,487,350.00	0.00	2,556,945.45	-69,595.45
Revenue Total:	**2,487,350.00**	**2,487,350.00**	**0.00**	**2,556,945.45**	**-69,595.45**
Expense					
51 - General Government	2,556,950.00	2,556,950.00	0.00	2,556,945.45	4.55
Expense Total:	**2,556,950.00**	**2,556,950.00**	**0.00**	**2,556,945.45**	**4.55**
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	**-69,600.00**	**-69,600.00**	**0.00**	**0.00**	**-69,600.00**
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,570.00	1,073,570.00	973,146.00	973,146.00	100,424.00
Revenue Total:	**1,073,570.00**	**1,073,570.00**	**973,146.00**	**973,146.00**	**100,424.00**
Expense					
51 - General Government	1,073,570.00	1,073,570.00	973,146.00	973,146.00	100,424.00
Expense Total:	**1,073,570.00**	**1,073,570.00**	**973,146.00**	**973,146.00**	**100,424.00**
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	125,000.00	125,000.00	62,996.99	62,996.99	62,003.01
Revenue Total:	**125,000.00**	**125,000.00**	**62,996.99**	**62,996.99**	**62,003.01**
Expense					
51 - General Government	125,000.00	125,000.00	62,996.99	62,996.99	62,003.01
Expense Total:	**125,000.00**	**125,000.00**	**62,996.99**	**62,996.99**	**62,003.01**
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**-69,600.00**	**-69,600.00**	**0.00**	**0.00**	

Capital Project Funds Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
369 - Other Misc Revenues	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	20,410,550.00	85,717,608.00	380,565.77	4,088,563.96	81,629,044.04
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Revenue Total:	**20,410,550.00**	**85,717,608.00**	**380,565.77**	**4,088,563.96**	**81,629,044.04**
Expense					
51 - General Government	1,640,000.00	3,767,034.00	28,843.88	-12,385.03	3,779,419.03
53 - Physical Environment	6,246,980.00	46,907,867.00	332,033.90	597,057.11	46,310,809.89
54 - Transportation	10,484,500.00	32,025,196.00	14,597.99	3,475,046.38	28,550,149.62
57 - Culture & Recreation	2,039,070.00	3,017,511.00	5,090.00	28,845.50	2,988,665.50
58 - Other Uses/Transfers Out	0.00	0.00	0.00	0.00	0.00
Expense Total:	**20,410,550.00**	**85,717,608.00**	**380,565.77**	**4,088,563.96**	**81,629,044.04**
Fund: 30 - Cap Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 31 - Other Capital Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	1,200,000.00	2,154,097.00	0.00	42,803.50	2,111,293.50
Revenue Total:	**1,200,000.00**	**2,154,097.00**	**0.00**	**42,803.50**	**2,111,293.50**
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	0.00	173,285.00	0.00	37,991.00	135,294.00
57 - Culture & Recreation	1,200,000.00	1,980,812.00	0.00	4,812.50	1,975,999.50
Expense Total:	**1,200,000.00**	**2,154,097.00**	**0.00**	**42,803.50**	**2,111,293.50**
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	