CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY
AMENDED AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET, LEESBURG, FL
THURSDAY, SEPTEMBER 15, 2022 5:01 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. APPROVE MINUTES:

A. Regular meeting held February 28, 2022

3. RESOLUTIONS:

A. Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairman and Secretary to execute a subrecipient agreement between Lake County, the City of Leesburg (Agency), and the Community Redevelopment Agency for the Carver Heights / Montclair Area (Property Owner), for use of Community Development Block Grant (CDBG) Coronavirus funds for the repurposing of an existing building for a food pantry; and providing an effective date.

B. Resolutions amending the Budget for Fiscal Year 2021-22 and adopting the Budget for Fiscal Year 2022-23 for the Carver Heights / Montclair Area Community Redevelopment Agency.

1. Resolution of Carver Heights / Montclair Area Community Redevelopment Agency of Leesburg, Florida, approving the amended Fiscal Year 2021-22 Budget; Appropriating certain funds to specific redevelopment projects; and providing an effective date.

2. Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of Leesburg, Florida, approving the Fiscal Year 2022-23 Budget; appropriating certain funds to specific redevelopment

projects; and providing an effective date.

4. ROLL CALL:

5. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

AGENDA MINUTES
CARVER HEIGHTS / MONTCLAIR AREA CRA MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, FEBRUARY 28, 2022 5:00 PM

1. CALL TO ORDER

The City of Leesburg Carver Heights / Montclair Area Community Redevelopment Agency held a regular meeting on Monday, February 28, 2022, at the Venetian Center. Chairperson Pederson called the meeting to order at 5:01 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner John Christian
Commissioner Jay Connell
Commissioner Dan Robuck (5:11 p.m.)
Commissioner Erika Jasper
Comissioner Kevin Conner
Chairperson Mike Pederson

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Loren Vasquez, the news media, and others.

INVOCATION

Chairperson Pederson gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. APPROVE MINUTES:

A. Regular meeting held November 22, 2021

Commissioner Christian moved to approve the Regular meeting minutes of November 22, 2021, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Burry	Yes
Commissioner Jasper	Yes
Commissioner Connell	Yes
Commissioner Conner	Yes
Chairperson Pederson	Yes

Six yeas, no nays, one absent the Commission adopted the Regular meeting minutes.

3. DISCUSSION ON THE CARVER HEIGHTS / MONTCLAIR AREA RENAISSANCE PLAN

CM Minner stated this has been in the making for a couple of months now. If you recall the CRA Board over the summer through the citywide budget process and specifically the CRA budget, we noticed that we had a responsible revenue stream coming through, so Dr. Jasper and he will talk about that. Essentially, the concept is to bond the money or get a loan so they can leverage projects versus doing them singularly, which would give more of a punch to getting improvement and the redevelopment jump started in the Carver Heights area. Over the past couple of months, the team has been coming up with some different concepts and putting them together and sharpening up the pencil to make this presentation. He thinks that the projects and presentation does a lot to look at the finances and put together some solid projects and then also marry the West Leesburg CDC efforts so that we know the investments made in the Carver Heights area are not duplicative and they are using the CRA money as well as the American Recovery money to its fullest potential. This presentation comes with a lot of work from Dr. Jasper, Ken Thomas, himself and Max Parker had some influence on it as well.

Commissioner Jasper mentioned this is the renaissance redevelopment plan that they have tonight. The CRA has grown tremendously over the past ten years from a financial standpoint. With that being said, there have been some blighted conditions that have not improved, so tonight the goal is to revamp the community and improve those conditions to eliminate blight and slum conditions. Therefore, we will create an economic opportunity, reduce crime and also foster a better community for individuals to live in and we would also want to use those resources from the CRA. The plan involves acquiring property, demolishing properties, and also developing new structures. They will use the five million dollars that they have planned out allocated from a bank loan and there are about twenty to twenty-five vacant lots within the CRA that they would like to purchase to make this project successful. Also, there are quite a few delabodated buildings that they would like to demolish. Also, they would like to include some new residential single-family properties and, in order to do that, they need some sewer and water upgrades, some roads, internet access, sidewalk improvements and also just overall beautification of the community. The resources that will be needed will be the public works department. They need engineers on board from the public works department, some consultants, some economic feasibility projects, some developers and also the infrastructure. Therefore, they need to get the funding, the land acquisition and, therefore, the redevelopment. The land acquisition, as alluded to earlier, would include some vacant lots extending from Thomas Road to Johns Avenue and Beecher Street. Also, Susan Street, which includes some of the Birchwood lots. They would also like to offer to property owners within the Carver Heights CRA. Referring to a slide, she showed some highlighted blighted conditions and areas that they would like to improve and beautify. **CM Minner** stated that on the slide the three specific areas the plan focuses on are commercial, residential, and beautification. There are recognizable commercial opportunities along the Griffin Road corridor as well as along Berry Park, where it goes from the west towards Thomas above the railroad tracks. There is commercial, residential, and beautification. Also, the Birchwood area is a potential area. They are starting to see some of those apartments or duplexes start to come on the market, so instead of an imminent domain, it would be a slower collection, so as these become available they may be something we want to target. **Commissioner Jasper** added that we know FedEx just built their new commercial property compound off Thomas Road in that area, so that is definitely an opportunity for growth in that area. Some of the slum and blighted conditions that are currently within the CRA are not good and no one wants to live like that. The redevelopment and homeownership is always the American dream. Everybody wants to own a piece of America and also with homeownership, she thinks that builds stronger communities, since you do not have renters and people will take an initiative approach to investing in their community. Also, you have those tax revenues from that homeownership. Also, with progression and excitement, people get excited when they see new things being built within the community. Referring to a drawing, she showed a few single family houses that they would like to see within the CRA. With some beautification projects, they would like to see bike paths, pedestrian walkways, and, of course, some roundabouts to slow down some traffic as well. Last but not least, with beautification, they would like to see some community identification. It is important for people to send messages of affirmation of who they are and where they are going within the community, so people can respond accordingly. That way, they can feel proud of their community. **CM Minner** stated the exciting part is that the CRA is doing reasonably well financially. It brings in just a little over half a million dollars a year. From that half a million dollars, about one hundred and fifty is taken for different operational issues. It goes to housing programs and other rental and other housing and then the operation of the Resource Center. The next one hundred thousand is for the program we did for the home grant and facade signs and landscapes. That is a little bit flexible, so you can shift that. That leaves about two hundred to three hundred available, so how do we get to a three to four hundred thousand dollar allocation for grant funding? The first one is probably a lower prioritization of the housing and facade, signs and landscape money because we have put anywhere between fifty and one hundred in that fund. We are still sitting on a little bit of that money. That is money that can be shifted over, and if we shift that money over, we would jump to three hundred easily. Four hundred is the next tier that we would want to look at, which is an additional one hundred and where would we get that, there is an existing loan in the Carver Heights CRA, which was originally at one point two million dollars for the Resource Center, borrowed from the Electric Fund and then we made payments where we are paying ourselves back. If we want to reinvest and change that philosophy a little bit, that could be something we should talk about and there would be three avenues; do not change, but if we do not change that financial makeup of the CRA you could get to the three hundred thousand pretty easily. If you do change, then you have to forgive the note or you can use recovery money to pay off the note and we could shift a little bit of dollars from other places and he knows there are still competing demands, but he wanted to put that out there because there are a lot of moving wings. Rooted in that extra one hundred grand is how you deal with that existing note which is to ourselves, which gives us flexibility. If you go that route, three to four hundred thousand dollars and if you go thirty years, the debt that you can put together is about five million. He started off with three to five million and Dr. Jasper jumped to five million dollars because the more you can get the better and the funding opportunities on that note. However, we would structure that, grants, the USDA, and probably on the grants, we would probably look back to the CDBG monies, which became available, and we have had really good success partners with the county on CDBG funds. He does not think it is out of the ordinary to talk about five million and he does not think that is a huge stretch. They are indefinitely in the ballpark at three and half to four million pretty easily. Jumping back to term because getting back to the five million involves two things; the thirty year note they do need the thirty years. The CRA is set to expire in 2045. He thinks if they make a thirty year note, the lender is going to want to see that increment is there all the time. With the CRA sunsetting at 2045, in twenty-three years, you are probably going to have to do some sort of expansion on that. That is not a humongous issue, but he wanted to put it out there because that is how you are going to need to bridge the note to thirty years and he thinks they might have a financial policy that caps at twenty years. Making those changes he does not see as significant. The other thing is interest rates. We do watch the interest rates on a regular basis. There is a little bit of turmoil in the world right now that we did not suspect and that is going to have an impact on interest rates. For government stuff, that is a good thing because we will see the government come back to more secure stuff. He does not think we will have issues with getting a note or if we wanted to bond it at this level, we would probably talk about notes unless there are issues going there. He does not think we will see two and half to three percent money, though it will be closer to three and a half to four percent. That is where we crunch the numbers. Long story short, in the funding cycle we have some real dollars there that we can leverage like we talked about over the summer. **CM Minner** stated that at the end of the day this presentation was provided to talk about what we can do with bonding and where we would go with it. The next step would be if the board likes the projects and likes the opportunities. The next fold is phases. We would start looking at some bank loan issues and that type of stuff. We would start getting our financials in order. We would also start looking at some organizations and consulting help to put together some target areas and specific projects. **Commissioner Jasper** added that, historically, we have taken out loans before with the CRA and we have paid them off in a quick and short timeframe. She believes that they had a loan that they paid off in an eight-year timeframe previously. They are able to do this. **Commissioner Connell** asked if they have a ballpark number on what the payments will be yearly on this? Even if we went at the highest amount of five million dollars. **CM Minner** answered that they are working the equation backwards. We are working it with how we can afford it. We know we can easily get three hundred thousand dollars a year. You could get to four hundred thousand dollars a year if we reconsider the existing note from the electric fund. We have four hundred thousand dollars, then the equation becomes that he does not know what four hundred thousand dollars is going to bond out at. His guess is somewhere between three and five million dollars. **Commissioner Robuck** replied that it is way higher than that. At three and a half, a thirty year note is two hundred and seventy. At five million dollars, it is three and a half percent and thirty years is two seventy. However, he is not suggesting they get the full five million dollars. **CM Minner** said he would not argue with his math. **Commissioner Connell** said if we used the two seventy, is there revenue coming in to cover that every year and that is after the expenses of what we are obligated to pay, the one hundred and fifty thousand a year. **CM Minner** replied yes. **Commissioner Connell** then asked if the CRA is going to have no money for the next thirty years after they pay these two bills? **Commissioner Jasper** said, as they mentioned, they would be able to pay the loan off faster than what we expected in times past. **Commissioner Connell** stated he is just running numbers here. If they are obligated to pay one hundred and fifty and your payments are two seventy, is that all you have coming in. **CM Minner** mentioned that he does not know if he would use the words that he just used, but yes, the Carver Heights CRA, if they do a note its total encumbrance would depend on where they go. There would be the operations of the Resource Center, the note to the City, and bank note for this project. Those would be the three issues that you would spend half a million dollars on. That is the increment. If you do the project your budget is going to be pretty simple. It is basically going to be those three items. **Commissioner Connell** asked if they really want to operate for the next twenty or thirty years with no money other than just paying debt off? **CM Minner** replied with all due respect this is the direction from the CRA Board that they had over the summer. It was let's look at what we can do to bond the money so they could do one big three to five million dollar project versus spending a couple hundred thousand dollars a year on smaller projects that do not have as big of impact. What they did then was they went back and looked at some of the bigger things and what we could do and the housing projects and he should have kept Commissioner Jaspers' map, but the map showed specific targeted parcels that could run from Berry Park to Thomas, where they would start getting the Birchwood project. You cannot do all that at one hundred thousand a year or the unallocated money in the CRA. The board directed us to take a look at what we would do if we would bond that money. He does not mean to pick. That is the negative impact of out of money, but we are not out of money. The risk that we have would the CRA and that gross sustain and the increment of that level and the answer to that is that it should. We have seen it and we have seen things go crazy where the market goes upside down and that increment falls below the base here. He does not think, even in this market, his guess is that we are not going to see anything like 2008 and maybe we will not see as much growth. He feels comfortable that we will probably bond a good portion of this money and get that three to five million dollar project without worrying about the catastrophe that the CRA is going to tank and that we do not have enough to pay the note. The flipside of that is, with all CRA's, the general fund is always on the hook. When you go out and do the notes, you get the stuff and hope that the increment covers it, but what helps keep the interests low and helps with the redevelopment dollars is the general fund is always connected back as the fallback position to cover the note. **Commissioner Jasper** added that with the single family housing development, there would be more income and tax revenue that they would be getting on an annual basis as well. **Commissioner Connell** stated he understood that. To clarify from the city manager, if we were to approve this, if the CRA could not cover the payments would this fall back to the general fund? **CM Minner** responded yes, or it would fall somewhere else like the gas fund. He throws that out there because when they did see this happen they saw it happen on the 441 CRA. They signed the note with the fifteen million dollars in 2010 and the next day the world fell apart and we had the major recession and we did all sorts of crazy stuff. Post facto, after the commission hired him, that was one of the first things they did. When that crashed, they stopped doing the project and they used the bond proceeds to pay the note and they used cash from the gas fund to prop and start paying the note when the proceeds could not cover it so it would not hit the general fund. The answer to the question is, yes, the general fund is always there, it is always going to be the fall back because that is your taxing power. If you default, you are going to have to raise taxes to collect that note. However, we have done well to shield the general fund from those issues. He would say if there was a calamity, a big one, then the first thing he would say is there is that gas money from The Villages and that share is a security for us to protect the general fund. If something is epic, then all bets are off. He thinks we are at a time even in this market where we can safely bond out these revenues. **Commissioner Connell** stated that it would come from general fund or one of our enterprise funds is what you are saying. It would have to come from somewhere. If this were to be approved, are these projects going to come back to us on what they are going to be funded for? **CM Minner** replied everything would come back to this body, the Carver Heights CRA Board. This body writes the checks. There are no approvals tonight. We are not going to go out and spend five million dollars. What we are asking for tonight is this the plan we want to focus on. We want to look at vacant parcels. We want to look at redevelopment with streetscapes. We want to look at it with residential properties. We want to look at it buying commercial properties. Also, that is where the West Leesburg CDC comes in because part of the American Recovery was the seven hundred and fifty thousand dollars to the West CDC, and the West CDC's proposal is to spend it on commercial redevelopment, to purchase commercial properties in the corridors where we see blight conditions and also criminal issues, where we think if we purchase these commercial properties we can help that element which also fits into the CRA plan. Which compliments the issue of this debt. That way, we do not have redundancy, but we are using the funds available to tackle the problem. **Commissioner Connell** asked how much debt are we talking about that we would waive what the CRA owes to the electric department? **CM Minner** responded that would be eight hundred and ninety-five thousand dollars. **Commissioner Connell** stated that he could not support that. **Commissioner Robuck** pointed out that we do not need to. If they can borrow five million dollars and if the payments are two seventy, why would we need to waive that money? **CM Minner** answered if that math is correct, then no, you do not need to do that. **Commissioner Robuck** said it is like two eighty six at like four percent and there is no world where we are borrowing at more than four percent. If you come back saying we are at more than four percent, we should not be borrowing money. It should be more at three percent. **CM Minner** said he just did city manager math and rounded up and that is how he got to that. **Commissioner Robuck** said at three and a half is two seventy, at four percent it is about two eighty six. **CM Minner** replied at those numbers, you are right in the envelope and then you do not need to tackle the loan to yourself. **Commissioner Robuck** said he is with Commissioner Connell. He does not want to set a bad precedence with just wiping out debts, because then, five years from now, why don't we just take some electric money or gas money and wipe out another note. The CRA should stand on their own and they are. He thinks the one thing we are missing here is there will be more in the future, because over thirty years, we are going to see growth and that is the whole purpose of the CRA, to invest so that property values go up. We also have a buffer because this is based on 2021 since that is all we have. We also know by 2022 we will see a double digit increase on our ad valorem numbers. How that shakes out in the CRA which he thinks will be pretty good, but using this number is pretty conservative because next years tif is going to be a bit higher. **Commissioner Connell** wanted to clarify three points and then he is done. What we are speaking about tonight is basically forgiving a loan of anywhere from two eighty-five to eight hundred thousand dollars to the electric department. **CM Minner** said that is conceptual. We put out items that you might want to talk about to get maximum borrowing power. He put that out there to get feedback. If the body does not want to do that, the body does not have to do that, which sounds like the flavor from your fellow commissioner. **Commissioner Christian** stated that Commissioner Robuck said to not set a precedence, but we have done that before when we borrowed money in house. We have forgiven the debt on other projects. **CM Minner** said we may have but he cannot think off the top of his head what we have done. He knows we have done a lot of write-offs. **Commissioner Christian** said he knows we have done it in the past, but also when we look at the formula we are saying to the CRA the electric department is loaning the CRA money, which should be in a certain geographical area but everyone uses the Resource Center. This is not just CRA residents using the Resource Center. You may have people from Sunnyside, you have people from downtown Leesburg using the Resource Center, but we are saying to the CRA you are the one having to pay this loan for a city facility although it is in the CRA and everybody uses it. So, even if we do not forgive the entire loan, he thinks it would be fair and proper that we reduce the loan debt so that we do not go twenty or thirty years paying this eight hundred thousand dollars or refinance it to a lower rate, so that we are not, as Commissioner Connell is concerned about if we get to a point because if the city starts buying property we take it off the tax roll. So less tax comes in and we are a CRA supposed to speed up growth in a CRA. Five million dollars would speed up growth and we should generate more taxes and pay the loan off quicker. However, no one has a crystal ball and that is kind of the theory that we should. He would like it if staff would double check on that. **CM Minner** responded he is trying to bring options to the table tonight. Tonight, is not a waive the loan night. We are looking at how to maximize and leverage how much we can get in the CRA. When we have that discussion, we should talk about and review the existing loan to ourselves. If the body says no, we are not going to do that, he will respect that. He wanted to bring these things to your attention because the other way they can tackle that is to use the American Recovery money to pay back that loan so that is paid back and it is just like a conversation we had at the last meeting about do we want to use American Recovery money to go back and revisit Market Street so these are conversations that we are having publically. They are the options that are available to us and tonight just like the other night, we have not signed away anything. They are conceptual points to talk about how we want to leverage and how we can get to the goal. He respects wherever the body gets to. Just note, there was not a strong recommendation from him at this time. Commissioner Jasper is probably different because being in her position as a CRA boardmember. He is just here providing options and things to discuss so they can maximize and leverage money. **Commissioner Connell** wanted to know what they are being asked to vote on tonight? **CM Minner** responded that they are being asked for comments on the presentation about whether they like this direction. If they like this direction, the next steps are to start going out and instructing him to get with the finance team to go out to see what the bond market looks like. Can they put this money together and what the exact costs would be. What can we leverage so that they have exact numbers instead of his and Commissioner Robbuck's estimates. **Commissioner Connell** then asked what we are being asked tonight is to authorize you to go out and start looking for bonds up to five million dollars. If we were to approve the five million, ultimately, the CRA after they pay their bills is really not going to have any money for a long time other than what we just do right now with this money. If we have a downturn in the economy over the term of the loan, some form of our departments, whether it be the general fund or an enterprise fund is going to have to bail the CRA out to make the payments. Is that pretty accurate? **CM Minner** replied yes. It's not any different than other risks we take when we have done notes. **Commissioner Robuck** stated he does not think that is entirely accurate. While theoretically, yes, the city obviously, we are obligated to any debt the city issues pretty much the idea that there is down turn anytime during the thirty years, that is not accurate. If there is a downturn twenty years from now, the idea that the tif would be anywhere close this amount being problem you could go back twenty years and look at what your ad volerum was twenty years ago versus now. You do not see any growth at all. That number gets further and further out from being a point where the general fund comes back to it. In 2010, we borrowed on a negative tif which was really stupid. They knew when they did that note that it was blownup, but that is not here nor there. **CM Minner** said that the difference is as we are talking about a revenue and borrowing or lending on an increment two hundred and eighty-five thousand dollars that we have seen for the last two or three years. Each year that CRA is tucking away about a hundred grand, so we are tinkering and tightening that up so that two hundred can become two eighty five, three hundred or five hundred. We have seen that revenue. In 2010, that CRA was generating zero and was projected to generate one point five million dollars and we went and borrowed fifteen million dollars without one year of experience. That is the difference and that is a significant difference. We are talking about money that we know we already have. In 2010, we went and borrowed on money that we did not have on projections that were really liberal. That is a reasonable synopsis. This is not a 2010 issue and every time you go borrow you have risk and we know this. **Chairperson Pederson** commented that he remembers the discussions on this and he remembers on at least two occasions being very vocal about not wanting to borrow too much money. He does not like the five million dollars, he would like to see it pulled back a little bit. He also thinks we should slow down. We can start the process but rates have taken a spike. He hopes it is a temporary spike. He is optimistic that they will settle back down rather quickly, maybe on the same timeline we work through this process. He is a former banker and he does not like the thirty-year loan. Hearing that the CRA expires in 2045, he does not know why we would not just make it a twenty-year loan. He does not like tying up this much money and leveraging it that far out. He thinks we should make that math easier and we do not have to then extend the life of the CRA. He is going to struggle, like his fellow Commissioners Connell and Robuck, to forgive the note. Whether we have done it in the past or not, he thinks it sets a bad precedence and everyone will borrow from the city and then come back in a couple of years and get a waiver from the city. That does not sit real well with him. He does fully support the project he wants to borrow but he would be more in the three and half range. He likes what we are doing with the money and he likes everything about it. He wants to be more cautious and more conservative with what we borrow. **Commissioner Conner** asked what we were bringing in. How long have we been bringing that amount of money in? Has it been over the last five years? **CM Minner** stated that we have jumped in about one hundred thousand dollar increments over the last couple of years so we were hanging out around two fifty to three fifty and five for the last two fiscal years. **Commissioner Conner** asked, doing the five million would that give us the chance to expand in the commercial side and the residential side which would increase that taxbase correct? **CM Minner** responded the more you spend the better in that case in that light, so don't take that one out of context. **Chairperson Pederson** mentioned that we would have the debt amount plus the seven fifty that the city just moved over from the American Recovery Act that money would go towards the same projects correct? **CM Minner** answered that the American Recovery monies, with the partnership with the West Lessburg CDC, would be complimentary. **Chairperson Pederson** said that they are both trying to accomplish the same thing. **CM Minner** added that they are both targeting to remove blight in the Carver Height areas. He said he did not want to mix them up but he also thought it was important that we know there are two pots for the American Recovery money because that seven hundred and fifty thousand dollars is a big number and he felt like the first question they would ask would have been what were they doing with the West Leesburgs CDC's money so they kind of had the concept of where that was going and where they leverage the bond money and they are working together and not doing the same thing. **Chairperson Pederson** stated that even though they are separate entities, he assumed that they would work together and that was how he looked at it. **Commissioner Christian** asked if they needed direction from the Commission on this. **CM Minner** stated to summarize the general direction seemed to be for the most part everyone liked the concept. He thought there was trepidation on the size of the three to five million dollars, so his read of this body is to go ahead and start putting together more formal numbers of what the actual loan would look like. Get the interest rates and start looking at thirty or twenty year financing options. He thinks it is important because this is a concept that has a lot of moving parts with a bunch of different things in it. He believes some consultant help is in order, to help prioritize and identify and put this in a better package is important so that would be a call to a couple different consultants that they know. They can bring some of those prices back to the board.

With the next report he envisions providing them with the costs for the consultants and getting more details on the plans and the costs for borrowing and where we are really at. The next step would be to formalize it. We are looking at sixty days away from that report. **Commissioner Jasper** stated that she liked that report. **CM Minner** mentioned in the interim we are not spending any money. **Commissioner Christian** asked, so in sixty days are they going to come back with more specific ideas and concepts about what we are buying. What the chairman is saying at three point five and we are hearing five, we do not know what we are buying, so there will be three or five, so we need to know some things that will really improve the neighborhood. Then he is all for five. **CM Minner** stated that they have some concepts out there and they know what they are buying but they did not want to talk about it publicly yet before we started putting the money together to get it. **Commissioner Christian** said he gets that, but if you tell him to go Christmas shopping and you give him a check but he does not know what he is buying, that does not excite him. That may be some of the pause from the members. **Chairperson Pederson** added that he remembers in the discussions during the budget that we also asked the CRA to prioritize properties so that can be part of the process too. He understands the concerns about publicizing the list.

4. ROLL CALL:

Commissioner Christian had no comment.

Commissioner Burry had no comment.

Commissioner Jasper asked that everyone reconsider and think about this awesome and amazing opportunity. Let it rest and soak in.

Commissioner Robuck is glad to see that we are moving forward on this.

Commissioner Connell had no comment.

Commissioner Conner commented that he would like to see this move forward.

Chairperson Pederson stated he is excited about the project and he does support it. He just wants to be careful and cautious about how much we borrow. He looks forward to discussing it further.

5. ADJOURN:

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The meeting adjourned at 5:42 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	3.A.
Meeting Date:	September 15, 2022
From:	Sandra Wilson, (Housing Director)
Subject:	Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairman and Secretary to execute a subrecipient agreement between Lake County, the City of Leesburg (Agency), and the Community Redevelopment Agency for the Carver Heights / Montclair Area (Property Owner), for use of Community Development Block Grant (CDBG) Coronavirus funds for the repurposing of an existing building for a food pantry; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Subrecipient Agreement between Lake County, the City of Leesburg (Agency), and the Community Redevelopment Agency for the Carver Heights/Montclair Area (Property Owner), for use of Community Development Block Grant CV Program funding for the repurposing of an existing building for a food pantry.

Analysis:
The Agreement will provide funding in the amount of $245,100 from FY2020 CDBG-CV funds. The funds will be used to repurpose an existing building located at 701 McCormack Street for a food pantry that will serve the surrounding population that has been negatively impacted by COVID-19. This activity will meet the program objective to prevent, prepare for and respond to COVID-19, and will benefit low and moderate-income persons.

Procurement Analysis:
N/A

Options:
1. Approval of the Subrecipient Agreement; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The additional funding in the amount of $245,100 will require a budget adjustment to add these funds to the current budget.

Account No. 017-0000-331-4000

RESOLUTION NO. ___________

RESOLUTION OF THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN LAKE COUNTY, THE CITY OF LEESBURG (AGENCY), AND THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CARVER HEIGHTS / MONTCLAIR AREA (PROPERTY OWNER), FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CORONAVIRUS FUNDS FOR THE REPURPOSING OF AN EXISTING BUILDING FOR A FOOD PANTRY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA:

THAT the Chairman and Secretary are hereby authorized to execute an agreement with Lake County Government whose address is 315 West Main Street, Suite 308, Post Office Box 7800, Tavares, FL, 32778-7800 for use of Community Development Block Grant Coronavirus funds in the amount of $245,100 for repurposing an existing building for a food pantry.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held on the 15th day of September 2022.

____
Mayor

ATTEST:

____
City Clerk

LAKE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT-CV PROGRAM
SUB-RECIPIENT CONTRACT

This contract is between **Lake County**, a political subdivision of the State of Florida (hereinafter called the "Grantor" or "County") and the parties listed below (hereinafter collectively called the "Sub-Recipient" or "Grantee" or "Sub-Grantee"):

Agency:	**City of Leesburg**, a municipal corporation organized under the laws of the State of Florida (hereinafter the "Agency")
Property Owner:	**Community Redevelopment Agency for the Carver Heights/Montclair Area** (hereinafter the "Property Owner")
Project:	**City of Leesburg – Feeding the Need**

WHEREAS, the County is an entitlement jurisdiction for the Community Development Block Grant Program from the U. S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136, was authorized by Congress to respond to growing effects of COVID-19 and, among other things, provided supplemental funding to the CDBG Program ("CDBG-CV") for activities to prevent, prepare for and respond to COVID-19; and

WHEREAS, said CDBG-CV allows County to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the Sub-Recipient has applied for was and awarded a CDBG-CV grant for the purpose of supporting those individuals and families who do not have access to food. Specifically, the funding will be used to repurpose an existing building into a food pantry that will serve the surrounding populations; and

WHEREAS, the Sub-Recipient has agreed to implement the above activity and to be reimbursed for the services in an amount not to exceed **Two Hundred and Forty-Five Thousand One Hundred and 00/100 Dollars ($245,100)**; and

WHEREAS, the County has initially determined that the proposed activity will meet the program objective to prevent, prepare for and respond to COVID-19, and will benefit low- and moderate-income persons; and

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

I. SCOPE OF SERVICES

Project Name: Feeding the Need - Food Pantry (hereinafter the "Project").
Legal Description: Exhibit A, attached hereto and incorporated herein by reference.
Funding Amount: Not to Exceed $245,100

A. Description of Activities

The Sub-Recipient will be responsible for administering a CDBG-CV Program for Fiscal Year 2020 in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG-CV Program:

The Project will consist of repurposing an existing building for a food pantry that will serve the surrounding populations.

A copy of the complete scope of work is attached as **Exhibit B**.

B. National Objectives

The Sub-Recipient certifies that the activities carried out with the funds provided under this contract will meet one or more of the following CDBG National Objectives:

1. Benefits Low-moderate income individuals

The Project meets the national objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2) low/moderate income limited clientele.

II. TIME OF PERFORMANCE

The Project shall start on the date this contract is fully executed (hereinafter the "Effective Date") and shall be completed twelve (12) months from the Effective Date. In order to monitor the implementation of the Project, all grantees are required to complete and submit the PROJECT MILESTONE CHART included in **Exhibit C**, to the Grantor by the tenth (10^{th}) day of each month. The terms of this contract and the provisions herein shall be extended to cover any additional time during which the Sub-Recipient remains in control of CDBG-CV funds or other assets including program income.

III. BUDGET

The detailed budget is attached as **Exhibit D**.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub-Recipient Contract shall not exceed **$245,100** from 2020 CDBG-CV funds.

Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Exhibit D and in accordance with performance. Expenses forgeneral project delivery shall also be paid against the line-item budgets specified in ExhibitD and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Contract shall be directed to the following:

Grantor/County:
Lake County
Attn: Director, Office of Housing & Community Services
P.O. Box 7800
Tavares, Florida 32778

Sub-Recipient:
City of Leesburg
Attn: City Manager
1041 CR 468
Leesburg, Florida 34748

VI. SPECIAL CONDITIONS

- Funds provided herein must address the Coronavirus pandemic – to prevent, prepare for and respond to the impacts of the pandemic.
- Within three years of the date of the agreement between the Grantor and HUD, 80% of the CDBG-CV funds must be expended. 100% of the CDBG-CV funds must be expended within six years from date of the grant award.
- If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal programs and the total funding of all sources exceeds the demonstrated and documented need), the Sub-Recipient agrees to repay the CDBG-CV funds.
- A duplication of benefit does not occur when funds are provided from multiple sources for the same general activity; however, CDBG-CV funds should be the last in and the total costs must be documented to demonstrate that the total paid for the activity does not exceed federal contributions from all sources and that specific costs are not paid for by multiple sources in excess of the total need.
- Sub-Recipient is required to develop adequate policies and procedures to prevent duplication of benefit that addresses each activity or program assisted with CDBG-CV funds. The policies and procedures must include: 1) a requirement that any person or entity receiving assistance (including Sub-Recipients 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. The Sub-Recipient must provide the Grantor with its Duplication of Benefits policy within thirty (30) days of execution of this agreement and prior to the expenditure of any funds.
- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.

- All staff costs covered by this grant, including those retroactive to January 21, 2020, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community; the need must have arisen within 18 months; and the Sub-Recipient must demonstrate and certify there are no other funds available to address the need. The *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* published in the Federal Register August 11, 2020, describes recordkeeping requirements for using the Urgent Need National Objective.

All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination.

VII. GENERAL CONDITIONS

A. <u>General Compliance</u>

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning CDBG). The Sub-Recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Sub-Recipient further agrees to utilize funds available under thiscontract to supplement rather than supplant funds otherwise available.

B. <u>Independent Contractor</u>

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this contract. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker's Compensation Insurance as the Sub-Recipient is an independent contractor.

C. <u>Hold Harmless</u>

The Sub-Recipient shall hold harmless, defend, and indemnify the Grantor from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient's performance or nonperformance of the services or subject matter called for in this contract.

D. <u>Insurance and Bonding</u>

The Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and undue physical damage; at a minimum the Sub- Recipient shall carry the following:

1. Sub-Recipient shall purchase and maintain at all times during the term of this contract, without cost or expense to the Grantor, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Grantor, insuring the Sub-Recipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the Sub-Recipient under the terms and provisions of this contract. An original certificate of insurance, indicating that the Sub-Recipient has coverage in accordance with the requirements of this section, must be furnished by Sub-Recipient to the Grantor's Project Manager and Procurement Services Director within five (5) working days of such request and must be received and accepted by the Grantor prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure Sub-Recipient in accordance with the following minimum limits:

a) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

b) Property insurance with minimum limits to cover the amount of the grant/loan awarded. **Lake County, a political subdivision of the State of Florida and the Board of County Commissioners** shall be named as mortgagee for the property at which the grant/loan is awarded. All Other Perils and Wind/Hail deductibles shall be noted on the Certificate of Insurance.

2. **Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners**, must be named as an additional insured as their interests may appear on all applicable policies.

3. Sub-Recipient must provide thirty (30) days prior written notice to Grantor of any change, cancellation, or nonrenewal of the required insurance.

4. Sub-Recipient must provide a copy to the Grantor of all policy endorsements, reflecting the required coverage, with Grantor listed as an additional insuredalong with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.

5. Certificates of insurance must evidence a waiver of subrogation in favor of the

Grantor, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Grantor.

6. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800 TAVARES, FL 32778-7800

7. All self-insured retentions must appear on the certificates and will be subject to approval by the Grantor. At the option of the Grantor, the insurer must reduce or eliminate such self-insured retentions, or Sub-Recipient will be required to procure a bond guaranteeing payment of losses and related claims expenses.

8. The Grantor will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of Sub-Recipient and subcontractor providing such insurance.

9. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Contract for default.

10. Neither approval by the Grantor of any insurance supplied by Sub-Recipient nor a failure to disapprove that insurance, will relieve Sub-Recipient of full responsibility of liability, damages, and accidents as set forth in this Contract.

E. Grantor Recognition

The Sub-Recipient shall ensure recognition of the role of the grantor entity in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments or Modifications

Any program modification requested by Sub-Recipient must be requested at least ninety (90) days prior to the end of the term of this Sub-Recipient Contract. No modification or amendment to this Sub-Recipient Contract will be binding on either party unless in writing, and signed by both parties.

In the event that the Grantor’s Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, Sub-Recipient will be notified in writing and such notification will constitute an official amendment.

The Grantor may, in its discretion, amend this contract to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this contract, such modifications will be incorporated only by written amendment signed by both Grantor and Sub-Recipient.

G. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-Recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of at least thirty (30) days.

Partial termination of the Scope of Service may only be undertaken with the prior approval of the Grantor. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or othermaterial prepared by the Sub-Recipient under this contract shall at the option of the Grantor, become the property of the Grantor, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantor may also suspend or terminate this contract, in whole or in part, if the Sub-Recipient materially fails to comply with any term of this contract, or with any of the rules, regulations or provisions referred to herein; and the Grantor may declare the Sub- Recipient ineligible for any further participation in the Grantor's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub-Recipient is in noncompliance with any applicable rules or regulations, the Grantor may withhold up to fifteen (15) percent of said contract funds until such time as the Sub-Recipientis found to be in compliance by the Grantor or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Sub-Recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls: The Sub-Recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles: The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained: The Sub-Recipient 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 Contract. Such records include but are not limited to:

a) Records providing a full description of each activity undertaken;
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c) Records required to determine the eligibility of activities;
d) Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D;
g) Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention: The Sub-Recipient shall retain all records pertinent to expenditures incurred under this contract for a period of five years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this contract shall be retained for five years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration ofthe five (5) year period, whichever occurs later.

3. Client Data: The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basisfor determining eligibility, and description of services provided. Such information shall be made available to Grantor, Grantor's monitors or their designees for review upon request.

4. Disclosure: The Sub-Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantor's or Sub-Recipient'sresponsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. Notwithstanding the foregoing, the Sub- Recipient shall comply with the Florida public records' laws were applicable.

5. Property Records: The Sub-Recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs: The Sub-Recipient's obligation to the Grantor 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 (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of

records.

7. Audit & Inspections: All Sub-Recipient records with respect to any matterscovered by this contract shall be made available to the Grantor, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantor or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit requirements will constitute aviolation of this contract and may result in the withholding of future payments. The Sub- Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantor policy concerning Sub-Recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. <u>Reporting and Payment Procedures</u>

1. Program Income: The Sub-Recipient shall report yearly income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-Recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-Recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantor at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantor.

2. Indirect costs: If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantor for approval, in a form specified by the Grantor. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure: The Grantor will pay to the Sub-Recipient funds available under this contract based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantor policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantor in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the Grantor reserves the right to liquidate funds available under this contract for costs incurred by the Grantor on behalfof the Sub-Recipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Prompt Payment Act.

4. Progress Report: The Sub-Recipient shall submit Quarterly Progress Reports to the Grantor or as otherwise specified by the Grantor, on forms specified by the Grantor,if any.

D. Procurement

1. Compliance: The Sub-Recipient must establish written procurement procedures, shall comply with current Grantor policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantor upon termination of this contract.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

   a) Sub-Recipients must avoid purchasing unnecessary items.
   b) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government.
   c) Solicitations for goods and services provide for all of the following:
      i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
      ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
      iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
      iv. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
      v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
      vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
   d) Positive efforts shall be made by Sub-Recipient to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Sub-Recipients of Federal awards must take the following steps to further this goal:
      i. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable;
      ii. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises;
      iii. Consider in the contract process whether firms competing

for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises;

iv. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually; and

v. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e) The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Sub-Recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

f) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

g) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

h) Sub-Recipients shall, on request, make available for the Federal awarding agency and the Grantor, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

i. A Sub-Recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.

ii. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

iii. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

iv. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.

v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

i) Sub-Recipient shall comply with 2 CFR 200.322 Procurement ofrecovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase priceof the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel: The Sub-Recipient shall obtain written approval from the Grantor for any travel outside the State of Florida with funds provided under this contract.

E. <u>Use and Reversion of Assets</u>

The use and disposition of real property and equipment under this contract must be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Sub-Recipient shall transfer to the Grantor any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation or termination.

2. Real property under the Sub-Recipient's control that was acquired or improved, in whole or in part, with funds under this Sub-Recipient Contract in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for 15 years after the expiration of this contract. If the Sub-Recipient fails to useCDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantor an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantor. The Sub-Recipient may retain real property acquired or improved under this contract after the expiration of the fifteen (15) year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this contract is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this contract were used to acquire theequipment). Equipment not needed by the Sub-Recipient for activities under this contract shall be (a) transferred to the Grantor for the CDBG program or (b) retained after

compensating the Grantor (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance: The Sub-Recipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) 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 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination: The Sub-Recipient 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, or marital/familial status withregard to public assistance. The Sub-Recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. 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 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-Recipient 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 Grantor and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, 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.

4. Section 504: The Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantor shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

5. Fair Housing: The Sub--Recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Developmentrequires that Grantors administer all programs and activities related to housing and community development in a

manner to affirmatively further the policies of the Fair Housing Act. The Sub-Recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub- Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Grantor's actions to comply with the Grantor's fair housing certification. This provision is required because noncompliance by a unit of general local governmentincluded in an urban county may constitute noncompliance by the Grantor (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions bythe Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens: Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a) An alien lawfully admitted for permanent residence as an immigrant, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b) An alien who is deemed to be lawfully admitted for permanent residence under the registry provisions of the INA;

c) An alien who has qualified as a refugee or asylee;

d) An alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;

e) An alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or

f) An alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. <u>Affirmative Action</u>

1. Approved Plan: The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantor's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE: The Sub-Recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least 51% owned and controlled by a minority group or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records: The Sub-Recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantor, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliancewith the rules, regulations and provisions stated herein.

4. Notifications: The Sub-Recipient will send to each labor union or representative of workers with which it has collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement: The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions: The Sub-Recipient will include the provisions of Paragraph X(A), Civil Rights, and X(B), Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

C. <u>Employment Restriction</u>

1. Prohibited Activity: The Sub-Recipient 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.

2. Labor Standards:

a) The Sub-Recipient 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.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) andall other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.The Sub-Recipient shall maintain documents which shall be made available to theGrantor for review upon request.

b) The Sub-Recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantor pertaining to such contract and with the applicable requirements of the regulationsof the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

c) The Sub-Recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 applies to this program.

3. "Section 3" Clause:

a) Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder priorto the execution of this contract, shall be a condition of the Federal financial assistance under this contract and binding upon the Grantor, the Sub-Recipient and any of the Sub-Recipient's sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantor, the Sub-Recipient and any of the Sub-Recipient's sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Contract through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Contract:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing."

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and Sub-Recipient should award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects to business concerns that provide economic opportunities for low and very low income persons residing within the service area in which the CDBG funded project is located; where feasible, priority should be given to business concerns whichprovide economic opportunities to low and very low income residents within the service area or the neighborhood in which the Project is located, and to low and very low income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b) Notifications: The Sub-Recipient agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) Subcontracts: The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d) Compliance with Grantor's Section 3 Plan (Public Facility projects over $200,000): The Sub-Recipient agrees to comply with the provisions of the Section 3 Plan.

D. <u>Conduct</u>

1. Assignability: The Sub-Recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantor thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantor under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor.

2. Subcontracts:

a) Approvals: The Sub-Recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantor prior to the execution of such contract.

b) Monitoring: The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content: The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed inthe performance of this contract.

d) Selection Process: The Sub-Recipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantor along with documentation concerning the selection process.

3. Hatch Act: The Sub-Recipient agrees that no fund provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

4. Conflict of Interest: The Sub-Recipient aggress to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Sub-Recipient further covenants that in the performance of the Contract no person having such a financial interest shall be employed or retained by the Sub-Recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantor, or of any designated public agencies or sub recipients which are receiving funds under the CDBG and/or CDBG-CV programs.

5. Lobbying: The Sub-Recipient hereby certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.

c) It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.

d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

e) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding $100,000 must file the requiredcertification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds thattakes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement: If the Federal award meets the definition of “funding contract” under 37 CFR §401.2 (a) and the Sub- Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” the Sub- Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

7. Religious Organization: The Sub-Recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. <u>Code of Conduct</u>

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict 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 the company selected for an award.

The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Sub-Recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Recipient.

X. ENVIRONMENTAL CONDITIONS

The Sub-Recipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Sub-Recipient does not assume the Grantor's environmental responsibilities described in 24 CFR 570.604, if any, and the Sub-Recipient does not assume the Grantor's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

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 set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.

3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation

Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-Recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

F. E.O. 12373 – Interagency Review

The Sub-Recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XI. GENERAL PROVISIONS

A. Severability.

If any provision of this contract is held invalid, the remainder of the contract shall not be affected thereby and all other parts of this contract shall nevertheless be in full force and effect.

B. Public Records.

To the extent that Section 119.0701, Florida Statutes, applies to the Sub-Recipient, it shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the Grantor to perform the Projects identified in this contract.

2. Upon request from the Grantor's custodian of public records, provide the Grantor 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 for 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 for the duration of this contract and following completion of this contract if the Sub-Recipient does not transfer therecords to the Grantor.

4. Upon completion of this contract, transfer, at no cost, to the Grantor all public records in possession of the Sub-Recipient to keep and maintain public records required by the Grantor to perform the Project. If Sub-Recipient transfers all public records to the Grantor upon completion of this contract, Sub-Recipient shall destroy any duplicate public records that are

exempt, or confidential and exempt, from public records disclosure requirements. If Sub-Recipient keeps and maintains public records upon completion of this contract, Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantor, upon request from the Grantor's custodian of public records, in a format that is compatible with the information technology systems of the Grantor.

5. Failure to comply with this subsection will be deemed a breach of this Contract and enforceable as set forth in Section 119.0701, Florida Statutes.

IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUB- RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY OFFICE OF HOUSING AND COMMUNITY SERVICES DEPARTMENT, 352-742-6540, P.O. BOX 7800, TAVARES, FL 32778- 7800, OR VIA EMAIL AT CDBG@LAKECOUNTYFL.GOV.

C. Termination.

1. Termination for Cause: This contract may be terminated by the Grantor due to Sub-Recipient's breach of a material term of this contract, but only after the Grantor has provided Sub-Recipient with 45 calendar days' written notice for Sub-Recipient to cure the breach and Sub-Recipient's failure to cure the breach within that 45 day time period.If the Grantor terminates this contract for cause, Sub-Recipient shall return all unused funding provided to Sub-Recipient under this contract by the Grantor.

2. Termination Due to Unavailability of Funding: When grant funds or other funds are not appropriated or otherwise made available to support this contract in whole or in part, this Contract may be terminated by the Grantor.

D. Force Majeure.

The parties will exercise every reasonable effort to meet their respective obligations under this Contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties.

Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

E. E-Verify.

Sub-Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Sub-Recipient during the term of this contract.

Sub-Recipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Contract an express requirement that thesubcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employmenteligibility of all new employees hired by the subcontractors during the term of thecontract.

F. Venue.

This contract is made under, and in all respects will be interpreted, construed, andgoverned by and in accordance with, the laws of the State of Florida. Venue for any legalaction resulting from this contract will lie solely in Lake County, Florida. Sub-Recipient hereby waives its right to a jury trial for any action arising from this Contract.

G. Captions.

The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this contract.

H. Binding Effect.

This Contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

I. No Waiver.

The failure of any party at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision of this contract, nor in any way affect the validity of, or the right to enforce, each and every provision of this contract.

J. Restricted Covenants.

The Property Owner will execute and record a Declaration of Covenants and Restrictions in public records of Lake County at Sub-Recipient's expense restricting the use of the real property described in **Exhibit A**, as outlined in this agreement for a period of fifteen (15) years in a substantially similar form as set forth in **Exhibit F**. The Declaration of Covenants and Restriction shall be fully executed and recorded within ten (10) days of the date this Agreement is fully executed.

XII. CONTRACT

This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or agreements to the contrary previously made. The following Exhibits are attached:

Exhibit A: Legal Description
Exhibit B: Sub-Recipient Scope of Work

Exhibit C: Project Milestone Chart
Exhibit D: Budget
Exhibit E: Reimbursement Request
Exhibit F: Declaration of Covenants and Restrictions

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties through their authorized representativeshave signed this agreement on the dates under each signature:

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

ATTEST:

____
Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

____
Sean M. Parks, Chairman

This _____ day of ____________________,2022.

Approved as to form and legality:

____
Melanie Marsh
County Attorney

CITY OF LEESBURG

ATTEST:

______________________________	______________________________________
City Clerk	Mike Pederson, Mayor
	This _____ day of ___________________,2022.

Approved as to form and legality:

____
City Attorney

COMMUNITY REDEVELOPMENT AGENCY
FOR THE CARVER HEIGHTS/MONTCLAIR AREA

ATTEST:

____
Signature

____
Print Name

____
Signature

____
Print Name

BY:____________________________________

PRINT NAME:___________________________

ITS:____________________________________

This _____ day of _______________, 2022.

STATE OF FLORIDA
COUNTY OF __________

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this _____ day of__________________, 2022, by _________________________ on behalf of **Community Redevelopment Agency for the Carver Heights/Montclair Area**, as its ________________________________, who is personally known to me or has produced____ as identification.

(SEAL)

____
Notary Public (Signature)
Print Name:

EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

LEESBURG, W C WILKINS NO 6 SUB LOT 3, BEG AT SE COR OF LOT 2, RUN N 0DEG 26MIN 53SEC E ALONG E LINE OF LOT 2 10 FT TO PT A, BEG AGAIN POB, RUN N 89DEG 48MIN 37SEC W ALONG S LINE OF LOT 2 146.29 FT, N 0DEG 26MIN 08SEC E ALONG W LINE OF LOT 2 A DIST OF 22 FT, S 85DEG 07MIN 08SEC E 146.72 FT TO INTERSECT PT A, BLK C PB 9 PG 67 ORB 5559 PG 1187

Alternate Key 1267358
Parcel ID 22-19-24-1000-00C-00200
Address: 701 McCormack Street, Leesburg, FL 34748

EXHIBIT B: SCOPE OF WORK

The project involves relocation of a food pantry to a new, block structure. Rehabilitation of new location to occur within existing building footprint. Junk and debris removal on site will occur. As a result of the pandemic, Leesburg suffered tremendously as it relates to providing food for the needy. Unemployment is at a high in Leesburg and access to nutritional food choices remains unmanageable. Prior to COVID, Feeding the Need provided food to approximately 85 persons and families in one week. Since the pandemic, the need has grown to 700 persons served during weekly distribution. Increased storage and distribution space is required to accommodate this increase in need.

General

Division 02 - Demolition

• Demo all interior work back to existing wall and slab

Division 08 – Doors and Windows

• Remove all four doors, block infill two doors and replace the two remaining doors with hollow metal (1 each in front and back)

• Remove all eight windows. Either infill them all with block or replace some with new and infill the rest

Division 07 – Thermal and Moisture Protection

• Remove the existing roofing. Evaluate if the trusses can be saved or not.

• Replace roofing material

• Attic insulation

Division 09 - Finishes

• Remove and replace wood siding at eaves and exterior soffit.

• Paint exteriors

• New flooring.

• New ceilings

• Paint interior.

• Insulation in perimeter walls, furring, framing and drywall

Division 21 – Fire Protection

• TBD

Division 22 - Plumbing

• New Plumbing

Division 23 – Heating, Ventilation and Air Conditioning

• New HVAC

Division 26 - Electrical

• New Electrical

Division 31 - Earthwork

• TBD

EXHIBIT C: PROJECT MILESTONE CHART

Milestone	**Anticipated Dates**
Project Engineering and Design– ready to bid	On or before September 1, 2022
Project award	On or before October 24, 2022
Construction start	On or before November 24, 2022
Construction completion	On or before June 5, 2023

EXHIBIT D: BUDGET

Feeding the Need - Food Pantry

LINE ITEM BUDGET FORM – CONSTRUCTION/ACQUISITION PROJECTS

Name of Applicant: City of Leesburg

Project Name: Leesburg Feeding the Need

Instructions: Please use the following format to present your proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the **Budget Narrative Attachment** provide a description of other funds and volunteer and donated services/resources to be used in the project.

A Budget Item	B Calculation	C CDBG Request
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM		
Demolition	$ 5,600.00	$ 5,600.00
Doors/Windows	$ 7,000.00	$ 7,000.00
Roof	$35,000.00	$35,000.00
Sprinkler System	$15,000.00	$15,000.00
Plumbing	$ 7,000.00	$ 7,000.00
Air Conditioning	$12,500.00	$12,500.00
Electrical	$ 7,000.00	$ 7,000.00
Landscaping	$10,000.00	$10,000.00
Fencing	$40,000.00	$40,000.00
Earthwork	$30,000.00	$30,000.00
Interior Finishes & Fixtures (flooring, paint, countertops, tables/chairs)	$13,000.00	$13,000.00
Exterior Finishes (wood siding)	$ 8,000.00	$ 8,000.00
Shed	$ 5,000.00	$ 5,000.00
Walk-In Cooler	$50,000.00	$50,000.00
BUDGET TOTAL		$ 245,100.00

EXHIBIT E: REIMBURSEMENT REQUEST FOR CDBG FUNDS

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: Feeding the Need – Food Pantry

SUBRECIPIENT: **City of Leesburg**

PAYROLL (Must have authorized timesheets and payroll information): $__________________

INVOICES (Attach all relevant invoices and copies of disbursed checks): $__________________

EQUIPMENT (Office, etc., along with procurement information): $__________________

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): $__________________

REIMBURSEMENT REQUEST TOTAL: $__________________

___________________________________ ____________________
Authorized Signature Date

==

For CDBG Use Only

ACCOUNT NUMBER:
SUBJECT TO PROGRAM INCOME YES______ NO______

____REVIEWED BY CDBG PROGRAM SPVR.
SIGNATURE / DATE

____APPROVED H & CS DIRECTOR
SIGNATURE / DATE

NOTES: ____

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTIONS

Page 1 of 4

Prepared by and return to:
Melanie Marsh, County Attorney (mw)
Lake County Attorney's Office
P. O. Box 7800
Tavares, Florida 32778

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS Declaration of Covenants and Restrictions (the "Declaration") is dated _________________, 2022, and is made by the **Community Redevelopment Agency for the Carver Heights/Montclair Area** (the "Owner" or "Sub-Recipient"), whose address is 501 W. Meadow Street, Post Office Box 490630, Leesburg, Florida 34749, **in favor of Lake County**, a political subdivision of the State of Florida (the "County"), whose address is Post Office Box 7800, 315 W. Main Street, Tavares, Florida 32778.

RECITALS:

I. The Owner owns real property located at 701 McCormack Street, Leesburg, Florida 34748, described in **Exhibit A**, attached hereto and made a part hereof (the "Property").

II. The County entered into a Community Development Block Grant Program Sub-Recipient Contract with Owner to assist in improvements to a future Feed the Need location located on the Property pursuant to that certain Sub-Recipient Contract between the County and the Owner (the "CDBG Partnership Agreement").

III. As a condition of the County's award of grant funds to the Owner, Owner has agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the CDBG Partnership Agreement.

NOW, THEREFORE, Owner, in consideration of the premises and the sum of ten dollars and other good and valuable consideration, receipt and legal sufficiency of which is acknowledged by Owner, agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. The following requirements required by the CDBG Partnership Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:

   a. The standards described in this section apply to real property within the Owner's control which was acquired or improved in whole or in part using CDBG funds in excess of $25,000. These standards shall apply from the date CDBG funds are first spent for the property until fifteen (15) years after closeout of an entitlement Owner's participation in the entitlement CDBG program or, with respect to other Owners, until fifteen (15) years after the close out of the grant from which the assistance to the Property was provided.

   b. The Owner may not change the use or planned use of any such Property (including the beneficiaries of such use) from that for which the funds were made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change,

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTIONS

Page 2 of 4

and the new use of such Property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government.

c. If the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the Property for the changed use if the Owner's CDBG program is reimbursed in the amount of the current fair market value of the Property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the Property.

d. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

e. Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the Property no longer will be subject to any CDBG requirements.

3. This requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property, and irrespective of the termination, satisfaction, release, or other discharge of any CDBG-related mortgage or the lien thereof upon the Property, and shall be binding upon the Owner, its successors, assigns and transferees, and all parties having any right, title or interest in the Property for a period not less than fifteen (15) years from the date of this executed agreement. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first written above.

	OWNER:
	COMMUNITY REDEVELOPMENT AGENCY FOR THE CARVER HEIGHTS/MONTCLAIR AREA
ATTEST:	
______________________________ Signature	BY:______________________________
______________________________ Print Name	PRINT NAME: ______________________
	ITS: ______________________________
______________________________ Signature	This _____ day of ______________, 2022.
______________________________ Print Name	

S:\DOCUMENT\2022\COMMUNITY SERVICES\CDBG\Feeding the Need_Leesburg\DECLARATION OF COVENANTS AND RESTRICTIONS_Feed the Need_[illegible].docx

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTIONS

Page 3 of 4

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ________

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this _____ day of_________________, 2022, by _________________________ on behalf of **Community Redevelopment Agency for the Carver Heights/Montclair Area**, as its ______________________________, who is personally known to me or has produced____ as identification.

(SEAL)

____
Notary Public (Signature)
Print Name:

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTIONS

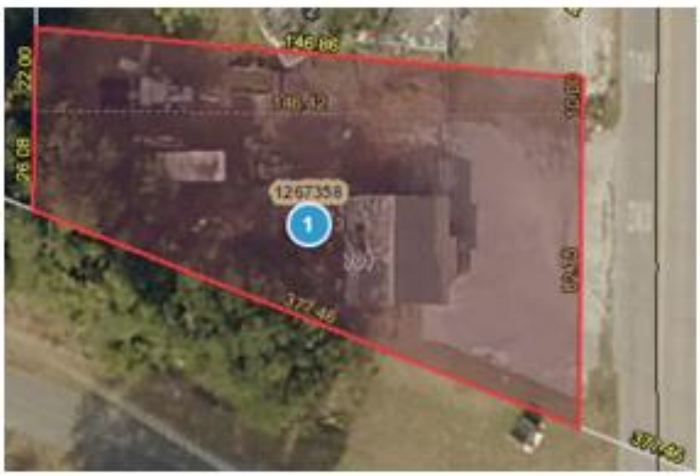
Page 4 of 4

DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT A

LEESBURG, W C WILKINS NO 6 SUB LOT 3, BEG AT SE COR OF LOT 2, RUN N 0DEG 26MIN 53SEC E ALONG E LINE OF LOT 2 10 FT TO PT A, BEG AGAIN POB, RUN N 89DEG 48MIN 37SEC W ALONG S LINE OF LOT 2 146.29 FT, N 0DEG 26MIN 08SEC E ALONG W LINE OF LOT 2 A DIST OF 22 FT, S 85DEG 07MIN 08SEC E 146.72 FT TO INTERSECT PT A, BLK C PB 9 PG 67 ORB 5559 PG 1187

Alternate Key 1267358
Parcel ID 22-19-24-1000-00C-00200
Address: 701 McCormack Street, Leesburg, FL 34748



City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	3.B.
Meeting Date:	September 15, 2022
From:	Brandy McDaniel, (Budget Manager)
Subject:	Resolutions amending the Budget for Fiscal Year 2021-22 and adopting the Budget for Fiscal Year 2022-23 for the Carver Heights / Montclair Area Community Redevelopment Agency.

Staff Recommendation:
Staff recommends approval of the resolutions which take two actions: 1) approve the amended Fiscal Year 2021-21 budget and 2) approve the Fiscal Year 2022-23 budget for the Carver Heights / Montclair Area Community Redevelopment Agency (CRA).

Analysis:
As seen in Attachment A, Fiscal Analysis for the four-year period as of August 31, 2022 projects a carryover approximating $496,918 of fund balance that can be carried forward and spent in Fiscal Year 2022-23. As shown in Attachment B (FY 23 Budget), the total budget proposed for the Carver Heights / Montclair Area CRA for Fiscal Year 2022-23 is $654,068. Because of significant, rapid growth in the Carver Heights / Montclair CRA, no Capital Improvement Plan (CIP) was assigned. However, during FY 23 planning for CIP's will continue. Projects under consideration include:

- Redevelopment projects
- Feeding the needy project
- Property acquisition
- Continue housing demolition
- Housing Rehabilitation
- Community Outreach programs
- Teen Center
- Senior Housing
- Street beautification
- Single family housing
- Housing & Redevelopment Manager Position (New for FY23)

Procurement Analysis:

Options:

1. Approve the amended budget for Fiscal Year 2021-22 and the budget for Fiscal Year 2022-23 for the Carver Heights/Montclair Area Community Redevelopment Agency; or
2. Such alternative action as directed by the CRA board.

Fiscal Impact:

The budget is necessary to appropriate funds and complete the activities approved by the Community Redevelopment Agency.

Attachment A

Carver Heights Community Redevelopment Agency
Fiscal Analysis since inception for the period ending on
Fund Balance as of August 31, 2022

Prepared by: Finance Department

Fiscal Year 2018-19:	
Revenues from other agencies	$ 158,085.82
Interest	10,858.49
Revenue from City (Interfund Transfers In)	112,067.34
Sale of CRA property	0.00
Property rental	4,625.00
Grant funds	0.00
Debt proceeds	1,102,126.00
Interfund Transfers	0.00
Expenditures	(105,659.14)
Encumbrances	
Interfund Transfers out	
Housing rehab program	(5,000.00)
6192	(58,146.79)
Debt service costs	(17,424.66)
Excess of revenues over expenditures	1,201,532.06
Fund Balance as of September 30, 2019	$ 281,811.30
Fiscal Year 2019-20:	
Revenues from other agencies	$ 185,729.10
Interest	5,803.57
Revenue from City (Interfund Transfers In)	135,438.17
Sale of CRA property	0.00
Property rental	1,830.20
Grant funds	0.00
Debt proceeds	0.00
Interfund Transfers	0.00
Expenditures	(68,489.66)
Encumbrances	
Interfund Transfers out	(141,958.00)
Housing rehab program	(22,800.00)
6192	(98,551.43)
Debt service costs	(27,553.15)
Excess of revenues over expenditures	(30,551.20)
Fund Balance as of September 30, 2020	$ 251,260.10
Fiscal Year 2020-21:	
Revenues from other agencies	$ 240,567.02
Interest	1,929.10
Revenue from City (Interfund Transfers In)	170,358.29
Sale of CRA property	
Property rental	1,490.00
Grant funds	
Debt proceeds	
Interfund Transfers	
Expenditures	(74,911.99)
Encumbrances	
Interfund Transfers out	
Housing rehab program	(10,000.00)
6192	(62,124.50)
Debt service costs	(25,841.53)
Excess of revenues over expenditures	241,466.39
Fund Balance as of September 30, 2021	$ 492,726.49
Fiscal Year 2021-22:	
Revenues from other agencies	$ 298,617.34
Interest	1,582.46
Revenue from City (Interfund Transfers In)	206,254.23
Sale of CRA property	7,000.00
Property rental	2,902.54
Grant funds	
Debt proceeds	
Interfund Transfers	
Expenditures	(226,243.44)
Encumbrances	
Interfund Transfers out	(200,000.00)
Housing rehab program	0.00
6192	(61,834.67)
Debt service costs	(24,087.12)
Excess of revenues over expenditures	4,191.34
Fund Balance as of August 31, 2022	$ 496,917.83

Carver Heights/ Montclair Area Community Redevelopment Agency

Description

Sandra Wilson, Director of Housing

The City of Leesburg created the Carver Heights/ Montclair Area Community Redevelopment Agency (CHCRA) on December 10, 2001 (Ordinance 01-61). The trust fund is effective for 15 years expiring on September 30, 2016 pursuant to Section 163.512 Florida Statutes. The trust generates the majority of its annual income from tax increment revenues. The base year was established in 2001 with an assessed taxable value of $57,980,259. The purpose of creating the CRA was to identify and address blighted conditions and to enable the City to establish a mechanism to finance redevelopment projects through Tax Increment Financing (TIF). The boundaries of the CHCRA are generally County Road 468 to the east, the West Fork Road to the west, the Leesburg city limits to the north, and Center Street/ Montclair Road to the south.

The Carver Heights/ Montclair Area CRA was expanded in July 2015 by 327 acres and 83 properties. In addition the CHCRA was extended by 30 years to 2045. The base year for the properties that were added is 2015. The base year for the original properties remained at 2001.

The Carver Heights Redevelopment Plan identified the following five (5) most crucial projects:

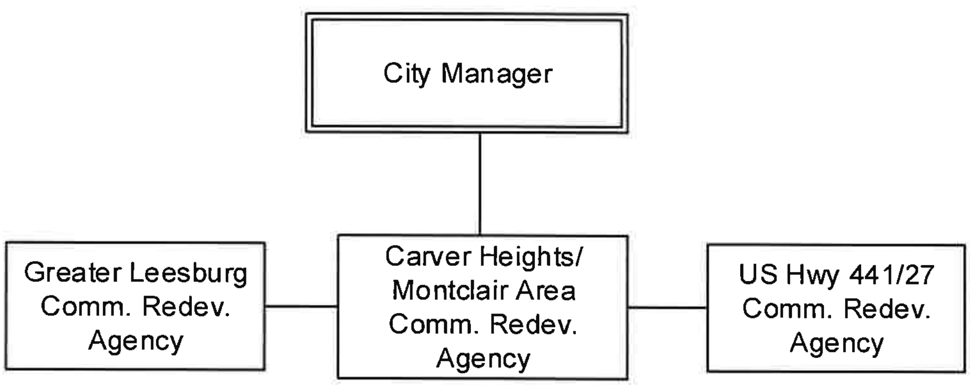
- Develop Senior Housing
- Develop infrastructure and pedestrian support (sidewalk) facilities
- Develop a comprehensive recreation program and facilities
- Commercial and single home development
- Develop gateways into the community

The Carver Heights/ Montclair Area Community Redevelopment Agency works with assistance from the Community Development Corporation. All projects/fund disbursements must be in accordance with the Carver Heights Redevelopment Plan and approved by the CRA.

Total Department Budget

$ 654,068

Organization Chart:



Carver Heights/ Montclair Area CRA Fund

Revenue Sources & Appropriations

Revenue Sources and Appropriations

	ACTUAL 2019-20	ACTUAL 2020-21	ADOPTED 2021-22	PROPOSED 2022-23
REVENUE SOURCES				
Taxes	135,438	170,358	206,256	264,838
Intergovernmental Revenue	185,729	240,567	300,276	384,730
Miscellaneous Revenues	7,633	3,419	3,750	4,500
Other Sources	0	0	0	0
TOTAL REVENUE SOURCES	328,800	414,344	510,282	654,068

	ACTUAL 2019-20	ACTUAL 2020-21	ADOPTED 2021-22	PROPOSED 2022-23
APPROPRIATIONS				
Operations	260,803	110,755	432,102	576,175
Resource Center	98,553	62,126	78,180	77,893
TOTAL APPROPRIATIONS	359,356	172,881	510,282	654,068

Revenue Detail

	ACTUAL 2019-20	ACTUAL 2020-21	ADOPTED 2021-22	PROPOSED 2022-23
TAXES				
33101 Current Property Taxes	135,438	170,358	206,256	264,838
TOTAL TAXES	135,438	170,358	206,256	264,838
INTERGOVERNMENTAL REVENUES				
33731 Lake County/Redevelopment	185,729	240,567	300,276	384,730
TOTAL INTERGOVERNMENTAL	185,729	240,567	300,276	384,730
MISCELLANEOUS REVENUES				
36110 Interest on Investments	5,162	2,519	1,250	2,500
36130 Gain/Loss Investments	641	(590)	0	0
36201 Resource Center	1,830	1,490	2,500	2,000
TOTAL MISCELLANEOUS REVENUES	7,633	3,419	3,750	4,500
OTHER SOURCES				
38891 Fund Balance Appropriated	0	0	0	0
TOTAL OTHER SOURCES	0	0	0	0
TOTAL RESOURCES	328,800	414,344	510,282	654,068

Carver Heights/ Montclair Area CRA Fund

Operations

Goals & Tasks

Goals & Tasks

Goal: Eliminate blight and stimulate growth by investing in neighborhood redevelopment, while also pursuing new economic opportunities.

Task:

- ♦ Implement In-fill Lot Housing Program
- ♦ Seek funding to acquire additional lots in the Carver Heights CRA
- ♦ Improve the housing conditions in the Carver Heights CRA
- ♦ Increase single family home development

Goal: Foster an environment where local governance is collaborative, transparent and fiscally sound.

Task:

- ♦ Partner with non-profit organizations, government agencies, churches and civic groups to offer classes/programs at the Leesburg Resource Center to increase the education and employability skills of our residents
- ♦ Coordinate with commercial developers to expand and build new construction in the area
- ♦ Develop partnerships for redevelopment of residential and commercial properties
- ♦ Hold meetings to discuss needs, concerns and issues affecting the Carver Heights/Montclair Community
- ♦ Provide information to CRA community on potential redevelopment project/programs

Major Accomplishments:

- ☐ Created a partnership with non-profit organizations to provide educational workshops for seniors
- ☐ Established job training network with Career Source and Kids Central
- ☐ Created a partnership with West Leesburg CDC to increase homeownership opportunities

Performance Measures:

	2020-21	2021-22	2022-23
Land Acquired (lots/homes/units)	2	2	5
Community Meetings	35	16	35
Assist West Leesburg CDC Board Meetings	12	8	12
Community Cleanup projects	1	2	5
Conducted Workshops/Conferences for community	12	48	96
Resource Center Programs/Classes	20	64	144

Personnel Schedule

Classification	2022	Change	2023	Amount
Housing & Redevelopment Manager	0.00	1.00	1.00	55,000
Total	**0.00**	**1.00**	**1.00**	**55,000**

Carver Heights/ Montclair Area CRA Fund

Operations

Appropriations Detail

Appropriations Detail

Account # 017-6190-559

		ACTUAL 2019-20	ACTUAL 2020-21	ADOPTED 2021-22	PROPOSED 2022-23
PERSONAL SERVICES					
1210	Regular Salaries & Wages	0	0	0	55,000
2110	FICA	0	0	0	4,207
221x	Retirement	0	0	0	2,750
23xx	Insurance	0	0	0	14,623
2410	Workers' Compensation	0	0	0	237
262x	Other Payroll Benefits	0	0	0	126
	TOTAL PERSONAL SERVICES	0	0	0	76,943
OPERATING EXPENSES					
3110	Professional Services	16,809	11,633	11,400	12,600
3130	Engineering Services	0	0	25,000	0
3210	Auditing	0	0	3,000	3,000
4010	Travel	6	0	0	1,000
4210	Postage	23	0	50	50
4310	Utilities	5,303	446	3,000	1,500
4410	Rentals	0	0	0	300
4510	Insurance	3,020	3,172	3,020	3,500
4620	Repairs & Maint/Building	485	1,398	1,500	1,500
4625	Repairs & Maint/Non Buildings	15,174	17,161	9,000	9,000
4631	Repairs & Maint/Internal IS Maint	1,019	622	900	900
4710	Printing & Binding	1,603	0	200	200
4810	Promotional Activities	0	5,000	750	5,000
4920	Other Current Charges	175	175	175	175
4980	Taxes	0	621	0	0
5210	Operating Supplies	161	0	350	350
5410	Publications & Memberships	620	0	695	1,500
5520	Training	0	0	750	2,000
	TOTAL OPERATING EXPENSES	44,398	40,228	59,790	42,575
CAPITAL OUTLAY					
6110	Land Costs	24,094	15,408	0	0
6410	Machinery & Equipment	0	19,277	0	0
	TOTAL CAPITAL OUTLAY	24,094	34,685	0	0
DEBT SERVICE					
71xx	2016 Debt	0	0	71,931	73,729
7214	Debt Service\Other	27,553	25,842	24,087	22,289
	TOTAL DEBT SERVICE	27,553	25,842	96,018	96,018
GRANTS AND AIDS					
8212	BRAGG- Business Redevelop	0	0	0	0
8213	Housing Rehab Program	19,800	10,000	50,000	0
8214	Matching Landscape/Façade	3,000	0	50,000	0
	TOTAL GRANTS & AIDS	22,800	10,000	100,000	0
OTHER USES					
9131	Transfer to Capital Projects	141,958	0	0	0
9910	Reserve for Future	0	0	176,294	360,639
	TOTAL OTHER USES	141,958	0	176,294	360,639
TOTAL APPROPRIATIONS		260,803	110,755	432,102	576,175

Appropriations Summary

	ADOPTED 2021-22	PROPOSED 2022-23	INCREASE/ (DECREASE)	PERCENTAGE
Personal Services	0	76,943	76,943	100.00%
Operating Expenses	59,790	42,575	(17,215)	-28.79%
Debt Service	96,018	96,018	0	0.00%
Grants and Aids	100,000	0	(100,000)	-100.00%
Other Uses	176,294	360,639	184,345	104.57%
TOTALS	432,102	576,175	144,073	33.34%

Significant Budget Changes:
Personal Services has increased due to adding a position to this division. The decrease in Operating Expenses is due to reduced Engineering Services (3130) for FY 23. The increase in Other Uses is due to an increase in Reserve for Future (9910).

Carver Heights/ Montclair Area CRA Fund

Resource Center

Appropriations Detail

Appropriations Detail

Account # 017-6192-559

		ACTUAL 2019-20	ACTUAL 2020-21	ADOPTED 2021-22	PROPOSED 2022-23
OPERATING EXPENSES					
31xx	Professional Services	263	150	3,500	3,500
3410	Contract Services	11,624	13,652	12,251	9,694
4110	Communication	1,610	1,474	1,530	1,800
4310	Utilities	12,093	14,035	15,000	15,000
4410	Rentals	0	0	330	330
4620	Repairs & Maintenance/Buildings	5,059	7,170	17,129	17,129
4625	Repairs & Maintenance/Non Build	9,824	12,957	10,000	12,000
463x	Repairs & Maint/Internal IS Maint	2,652	2,020	2,700	2,700
4710	Printing & Binding	39	195	200	200
4810	Promotional Activities	722	0	1,500	1,500
5180	Minor Furniture & Equipment	2,586	145	2,500	2,500
5210	Operating Supplies	7,444	8,330	10,040	10,040
5410	Publications & Memberships	887	1,208	1,000	1,000
5520	Training	5,000	790	500	500
	TOTAL OPERATING EXPENSES	59,803	62,126	78,180	77,893
CAPITAL OUTLAY					
6410	Machinery & Equipment	38,750	0	0	0
	TOTAL CAPITAL OUTLAY	38,750	0	0	0
TOTAL APPROPRIATIONS		98,553	62,126	78,180	77,893

Appropriations Summary

	ADOPTED 2021-22	PROPOSED 2022-23	INCREASE/ (DECREASE)	PERCENTAGE
Operating Expenses	78,180	77,893	(287)	-0.37%
Capital Outlay	0	0	0	0.00%
TOTALS	78,180	77,893	(287)	-0.37%

RESOLUTION NO. ____________

RESOLUTION OF CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF LEESBURG, FLORIDA, APPROVING THE AMENDED FISCAL YEAR 2021-22 BUDGET; APPROPRIATING CERTAIN FUNDS TO SPECIFIC REDEVELOPMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA:

THAT the following appropriations from the Redevelopment Trust Fund are made for specific redevelopment projects to be completed within three (3) years:

- Amounts available for carryover approximating $496,918 for improvements to the Carver Heights / Montclair Area Community Redevelopment Agency.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held on the 15th day of September 2022.

____
Mayor

ATTEST:

____
City Clerk

RESOLUTION NO. ____________

RESOLUTION OF THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF LEESBURG, FLORIDA, APPROVING THE FISCAL YEAR 2022-23 BUDGET; APPROPRIATING CERTAIN FUNDS TO SPECIFIC REDEVELOPMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPOMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA:

THAT the Fiscal Year 2022-23 Budget is hereby adopted and ratified;

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the Carver Heights / Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held on the 15th day of September 2022.

____
Mayor

ATTEST:

____
City Clerk