

City of Joliet

Diversity & Community Relations Committee Meeting Agenda

Committee Members Councilman Cesar Guerrero, Chairperson Councilman Joe Clement Councilwoman Suzanna Ibarra

| Wednesday, November 13, 2024 | 9:00 AM | City Hall, Council Chambers |
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Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

ROLL CALL

APPROVAL OF MINUTES

| Approval of Minutes for February, 2024 Committee Meeting | <u>TMP-7889</u> |
|--|-----------------|
| Attachments: MeetingMinutes Feb 2024.pdf | |
| Approval of Minutes for June, 2024 Committee Meeting | <u>TMP-7890</u> |
| Attachments: MeetingMinutes June 2024.pdf | |
| Approval of Minutes for October, 2024 Committee Meeting | <u>TMP-7891</u> |
| Attachments: MeetingMinutes October 2024.pdf | |

CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

AGENDA ITEM

Memorandum of Understanding between Joliet Township and City <u>TMP-7888</u> of Joliet

Attachments: MOU Joliet Township and COJ- FINAL.docx

Executed - Forest Park Community Center PY21 Agreement.pdf

CDBG Review: Consolidated Annual Performance and Evaluation <u>TMP-7887</u> Report (CAPER) PY2023

Attachments: Drafted CAPER City of Joliet PY23.docx PY23 CAPER Presentation.pptx

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENT

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ADJOURNMENT

This meeting will be held in an accessible location. If you need reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at 815-724-3780.



Memo

File #: TMP-7889

Agenda Date:11/13/2024

City of Joliet

150 West Jefferson Street Joliet, IL 60432



Meeting Minutes - Pending Approval

Tuesday, February 27, 2024 4:30 PM

City Hall, Council Chambers

Diversity & Community Relations Committee

Committee Members Councilman Cesar Guerrero, Chairperson Councilman Joe Clement Councilwoman Suzanna Ibarra

Diversity & Community Relations Committee Meeting Minutes - Pending Approval

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

ROLL CALL

Present

Councilman Joe Clement, Councilman Cesar Guerrero and Councilwoman Suzanna Ibarra

APPROVAL OF MINUTES

Diversity & Community Relations Committee Minutes from TMP-7045 December 12, 2023

Attachments: 121223

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Joe Clement, to approve the Diversity & Community Relations Committee Minutes from December 12, 2023. The motion carried by the following vote:

Councilman Clement, Councilman Guerrero and Aye: Councilwoman Ibarra

CITIZENS TO BE HEARD ON AGENDA ITEMS

None.

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DHS EMPLOYMENT & REHABILITATIVE SERVICES (PRESENTATION)

Mr. Biswa Phuyal, Department of Human Services, Ms. Elizabeth Gonzales, Pace Bus, Mr. Andrew Pajak, Ms. Michelle Stiff, and Mr. John Hall-Workforce Center and Ms. Caroline Portlock, Workforce Investment Board, all appeared on behalf of the presentation to the Committee regarding DHS Employment & Rehabilitative Services and inclusion efforts in Will County.

Each person gave background information about what their specific entity does.

Councilwoman Ibarra asked if the City of Joliet has a DEI Officer. Ms. McNichol responded not at this time. There was further discussion about DEI Officers with Ms. Stiff and Mr. Phuyal.

Councilman Clement asked if they can come and give a brief presentation to the full City Council in the future.

Chairman Guerrero spoke about the City getting a DEI Officer.

DISTRICT 86 UPDATE: MICHELLE STIFF

Ms. Michelle Stiff gave the Committee an update on the District 86 vaping problems with a Powerpoint presentation.

Councilwoman Ibarra asked if there has been any talk on the school board of having a town hall at each of the high schools to discuss the problem. Mr. Stiff responded.

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Councilwoman Ibarra asked about the process if they want to get a DEI Officer. Councilman Clement feels having them come and give a presentation to the full City Council would be the first step.

Ms. McNichol said she can put the presentation on the March 18 and 19 City Council agenda.

PUBLIC COMMENT

None.

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ADJOURNMENT

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Joe Clement, to adjourn. The motion carried by the following vote:

Aye: Councilman Clement, Councilman Guerrero and Councilwoman Ibarra

This meeting will be held in an accessible location. If you need reasonable accommodation, please contact Christa Desiderio, City Clerk, 150 West Jefferson Street, Joliet, Illinois 60432 at 815-724-3780.



Memo

File #: TMP-7890

Agenda Date:11/13/2024

City of Joliet

150 West Jefferson Street Joliet, IL 60432



Meeting Minutes - Pending Approval

Friday, June 28, 2024 4:00 PM

City Hall, Council Chambers

Diversity & Community Relations Committee

Committee Members Councilman Cesar Guerrero, Chairperson Councilman Joe Clement Councilwoman Suzanna Ibarra

Diversity & Community Relations Committee Meeting Minutes - Pending Approval

June 28, 2024

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

ROLL CALL

Present

Councilman Joe Clement, Councilman Cesar Guerrero and Councilwoman Suzanna Ibarra

APPROVAL OF MINUTES

The approval of the previous Committee meeting minutes has been moved to the next Committee Meeting.

CITIZENS TO BE HEARD ON AGENDA ITEMS

None.

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AGENDA ITEM

CDBG Review of Recommended Projects for Program Year <u>TMP-7481</u> 2024

Attachments: Committee Application Presentation and Recommendations.pptx Requested Funding Breakdown.xlsx

A Resolution approving CASA of River Valley (CASA) -Attorney Guardian Ad Litem for inclusion in drafted Action Plan as Program Year 2024 CDBG Activity.

Attachments: Resolution

A motion was made by Councilman Clement, seconded by Councilwoman Ibarra, that this Agenda Item be approved. The motion carried by a unanimous vote.

A Resolution approving City of Joliet's (COJ) - Senior Snow <u>TMP-7484</u> Project for inclusion in drafted Action Plan as Program Year 2024 CDBG Activity

Attachments: Resolution

A motion was made by Councilman Clement, seconded by Councilwoman Ibarra, that this Agenda Item be approved. The motion carried by a unanimous vote.

A Resolution approving Catholic Charities - Diocese of Joliet <u>TM</u> (CC-DOJ) - Safety Project for inclusion in drafted Action Plan as Program Year 2024 CDBG Activity.

TMP-7483

TMP-7485

Attachments: Resolution

A motion was made by Councilman Clement, seconded by Councilwoman Ibarra, that this Agenda Item be approved. The motion carried by a unanimous vote.

A Resolution approving Latino Economic Development <u>TMP-7486</u> Association (LEDA) - Business Assistance Program for inclusion in drafted Action Plan as Program Year 2024 CDBG Activity.

Attachments: Resolution

A motion was made by Councilman Clement, seconded by Councilwoman Ibarra, that this Agenda Item be approved. The motion carried by a unanimous vote.

A Resolution approving Spanish Community Center (SCC) - <u>TMP-7487</u> ADA Accessibility for inclusion in drafted Action Plan as Program Year 2024 CDBG Activity.

Attachments: Resolution

A motion was made by Councilman Clement, seconded by Councilwoman Ibarra, that this Agenda Item be approved. The motion carried by a unanimous vote.

A Resolution approving Stepping Stones (SS) - Roof & AC <u>TMP-7488</u> Repair for inclusion in drafted Action Plan as Program Year 2024 CDBG Activity.

Attachments: Resolution

A motion was made by Councilman Clement, seconded by Councilwoman Ibarra, that this Agenda Item be approved. The motion carried by a unanimous vote.

A Resolution approving United Cerebral Palsy (UCP) - Safety <u>TMP-7489</u> & Security Cameras for inclusion in drafted Action Plan as Program Year 2024 CDBG Activity.

Attachments: Resolution

A motion was made by Councilman Clement, seconded by Councilwoman Ibarra, that this Agenda Item be approved. The motion carried by a unanimous vote.

A Resolution approving Will County Center for Community <u>TMP-7490</u> Concerns (WCCCC) - Driveway Improvement for inclusion in drafted Action Plan as Program Year 2024 CDBG Activity.

Attachments: Resolution

A motion was made by Councilman Clement, seconded by Councilwoman Ibarra, that this Agenda Item be approved. The motion carried by a unanimous vote.

A Resolution approving Will County Center for Community <u>TMP-7491</u> Concerns (WCCCC) - Housing Counseling for inclusion in drafted Action Plan as Program Year 2024 CDBG Activity.

Attachments: Resolution

A motion was made by Councilman Clement, seconded by Councilwoman Ibarra, that this Agenda Item be approved. The motion carried by a unanimous vote.

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Possible quarterly meetings are discussed for future consideration.

PUBLIC COMMENT

None.

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ADJOURNMENT

A motion was made by Councilwoman Ibarra, seconded by Councilman Clement, that this meeting was adjourned. The motion carried unanimously.

This meeting will be held in an accessible location. If you need reasonable accommodation, please contact Christa Desiderio, City Clerk, 150 West Jefferson Street, Joliet, Illinois 60432 at 815-724-3780.



Memo

File #: TMP-7891

Agenda Date:11/13/2024

City of Joliet

150 West Jefferson Street Joliet, IL 60432



Meeting Minutes - Pending Approval

Thursday, October 3, 2024

5:30 PM

City Hall, Council Chambers

Diversity & Community Relations Committee

Committee Members Councilman Cesar Guerrero, Chairperson Councilman Joe Clement Councilwoman Suzanna Ibarra

Diversity & Community Relations Committee Meeting Minutes - Pending Approval

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

ROLL CALL

Present

Councilman Joe Clement, Councilwoman Suzanna Ibarra and Councilman Cesar Guerrero

APPROVAL OF MINUTES

CITIZENS TO BE HEARD ON AGENDA ITEMS

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Amy Sanchez, representing Collins Street Neighborhood Council reads a statement on behalf of their President Tanya Arias - speaking to the cultural, social, and economic importance of Mexican Independence Day Parade. The importance of community and diversity is referenced, as well as the importance of the support of the businesses within the Special Service Area. Ms Sanchez expresses the importance of nurturing inclusive and resilient neighborhoods.

PRESENTATION

Special Events Permitting

TMP-7774

A powerpoint Presentation is given by Lori Carmine - Cultural Affairs Manager, Bicentennial Park Manager/Events Liaison. This presentation outlines the process of applying for all Special Events within City of Joliet, what is required as part of the Application process, which departments evaluate the application, and a timeline of processing the application. It is also clarified that the 4th of July and Santa Send Off are the only 2 city-organized events. Chairman Guerrero translates each of the slides and process into Spanish for attendees.

AGENDA ITEM

None

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

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Marge Franchini, of the Mexican Independence Day Parade requests clarification on Food Truck use on private property, and whether or not a permit is needed. Lori Carmine, of Bicentennial Park confirms the ordinance rules that only Food Trucks that are on public right of way require permits. Ms Franchini also questions the application process and the inability to save the application to continue. Ms Carmine responds that she is able to assist in work-around methods and acknowledges the application is not as user friendly as preferred. Ms Franchini requests clarification about Save the Dates while the application is processing, and expresses situations in the past that she was not allowed to promote events that were not yet approved. The question is also posed how an organization may get funded by the City. Ms Carmine defines the difference between events that the City is already a stakeholder in.

Erika Holmes, of the National Hook up of Black Women speaks to the organizations interest in bringing back the Black Pride parade, and the concerns for being held accountable for past issues caused by other organizations that held the event previously. Ms Carmine states that they are not able to hold one organization responsible for the past of another, as long as everyone follows the safety protocols and requirements in place. Ms Holmes speaks to the difficulty of planning a parade route around the City's current construction. Ms Carmine confirms the challenges around a parade including routes, public safety, and length of time to plan/approve. Ms Holmes asks how much notice is given to deny an application. Ms Carmine states that she has not had to deny any applications, but speaks to flexibility and adjusting to acts of nature, safety concerns, etc. Ms Holmes requests more information about City sponsorship and funding. Ms Carmine alludes to other State, arts commissions, or tourism grant opportunities.

Councilman Cesar Cardenas (attending as a Resident) makes a statement regarding businesses and non profits being vetted for their standing prior to the City approving applications or giving consideration to support/sponsorship.

Amy Sanchez, on behalf of herself comments on the effect the time and funds required to complete a permit have on smaller non profit agencies - such as paying for event insurance on an event that has no guarantee of approval. Statements are also made regarding the wishes the City were more proactive about reaching out to create diverse events throughout the year.

Paola, representing the organization that hosted a pan-Latinx Carnivale event at Bicentennial comments on the lack of response/request made to have police presence at the event and other hesitations about the current application portal.

Councilwoman Ibarra comments on the need for more Diversity within the City, and speaks to the DEI office within City of Aurora - and the previous conversations within Joliet to have DEI staff.

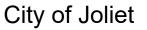
Diana Viveros, of Latino Economic Development Association - which has hosted several events this year and previous years. Ms Viveros speaks to the ease of the application process and the assistance Ms Carmine has provided at all times.

Priscella Cordero, of the City Center Partnership joins the conversation to speak on the

Special Service Area within Joliet, and the economic development their organization does within the City. They also host "Light up the Holidays", Strolling, Salsa, Kidzfest. Ms Cordero suggests all events be planned and on the City calendar almost a full year prior in order to plan a successful event.

ADJOURNMENT

This meeting will be held in an accessible location. If you need reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at 815-724-3780.





Memo

File #: TMP-7888

Agenda Date: 11/13/2024

TO: Diversity & Community Relations Committee

FROM: Jacqueline Lozada, CDBG Program Manager

SUBJECT:

Memorandum of Understanding between Joliet Township and City of Joliet

BACKGROUND:

This MOU is requested as a result of the Joliet Township purchase of Forest Park Community Center. The property located at 1017 Woodruff Rd (FPCC) was granted \$50,000 in Community Development Block Grant (CDBG) funding for Facility Improvements in 2021 - and still under CDBG Agreement to maintain use of the facility to serve low to moderate income residents as a beneficiary of the federal funds until October 18, 2023. Pursuant to HUD regulations and remediation options under "Change of Use of Real Property", the Township has agreed to maintain the use of the building and continue to meet a National Objective until the end of the CDBG Agreement terms.

CONCLUSION:

This MOU has been reviewed and approved by Legal, and meets HUD remediation regulations for properties that change ownership while within Agreement. With the Committee's support, this MOU will be presented to Council on November 19, 2024.

RECOMMENDATION:

The Administration requests the Committee's review and recommendation of this MOU to City Council.

DEPARTMENT OF COMMUNITY DEVELOPMENT NEIGHBORHOOD SERVICES DIVISION PHONE: 815-724-4096 jlozada@joliet.gov



November 13, 2024

MEMORANDUM OF UNDERSTANDING

AND

AGREEMENT

This Memorandum of Understanding and Agreement ("MOU" or "Agreement") is made by and between the City of Joliet ("City"), an Illinois home-rule municipality, and Joliet Township ("Township"), an Illinois unit of local government, collectively referred to as the "Parties" herein.

AUTHORITY:

This Agreement is entered into pursuant to the authority granted under the Illinois Township Code, specifically 60 ILCS 1/85-10, the Illinois Municipal Code, 65 ILCS 5/11-71-1, the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. and Article VII, Section 10, of the Illinois Constitution.

WHEREAS, in accordance with the roles and responsibilities of the City as an entitlement grantee of United States Housing and Urban Development ("HUD") funds, specifically related to the Community Development Block Grant ("CDBG"), the City wishes to uphold and encourage cooperation of the rules and regulations of the CDBG program in this MOU; and

WHEREAS, the Township purchased a property located at 1017 Woodruff Rd, Joliet, IL 60432 ("Property"), formally known as the Forest Park Community Center, a local non-profit agency that was funded in part out of City CDBG funds for facility improvements.

WHEREAS, when the facility improvements were funded, this activity met the National Objective of lowmoderate income area benefit, and pursuant to HUD regulation 24 CFR 570.505, the Property must maintain its original use for five (5) years after the closing date of the funded Facility Improvement activity as described in detail below. The existing agreement between the City and Forest Park Community Center is as follows:

- Program Year 2021 CDBG funds Facility Improvements including Electrical, Brick/Concrete replacement, Painting, Soffit and Fascia Replacement, Drainage, Accessibility, and Flooring
 - Agreement start date September 30, 2021
 - Completion of work date October 18, 2023

- Amount of CDBG funds awarded to the Forest Park Community Center - \$50,000.00

WHEREAS, the Township and the City agree to the following terms regarding the maintained use of the Property until the completion of this MOU:

- The use of the property must meet a HUD CDBG National Objective:
 - Benefit to Low and Moderate Income Persons or Households; or
 - The property must serve Low and Moderate Income individuals with under 80% Annual Median Income

- The property must provide the above beneficiaries with a public service including, but not limited to:

• Employment services, crime prevention and public safety, childcare, health services, substance abuse services, fair housing counseling, education programs, energy conservation, services for senior citizens, services for homeless persons, welfare services, down payment assistance, and/or recreational services.

WHEREAS, if the agreed upon requirements herein cannot be met, then the Township shall reimburse the City in an amount that is equal to the fair market value of the real property which is current at such time of disposition or change in use, less that percentage of the value of the real property that is attributable to the investment of funds, other than grant funds, in its acquisition and/or improvement.

INDEMNIFICATION AND HOLD HARMLESS

The parties shall mutually agree to defend, indemnify and hold the parties, their officers, employees and agents harmless from and against any and all damage, loss, cost or expense (including reasonable attorney's fees and court costs) and any liability therefore which may be incurred or sustained by the parties, their officers, employees or agents caused in whole or in part by any misrepresentation, willful or negligent act or omission whatsoever arising out of or resulting from the installation and maintain of conduit, except to the extent that such damage, loss, cost, expense or liability directly results from any misrepresentation or willful or wanton act or omission of the parties and their officers, employees, or agents. The obligations described herein shall not be construed to negate, abridge or otherwise reduce any other obligation or indemnity, or any immunity of defense that would otherwise exist as to any other party or person described in this Agreement.

AGREEMENT COMPLETE

This written document contains the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon by the parties. No other Agreements, oral or otherwise, regarding the subject of this Agreement shall be deemed to exist or to bind the parties, it being the intent of the parties that neither shall be bound by any terms, conditions, or representation not herein written.

TERM, DURATION AND RENEWAL

This MOU will become effective upon execution of said MOU and the term of this MOU shall coincide with the HUD CDBG regulation 24 CFR 570.505 that prohibits the change in use of a property that is acquired or improved with federal funds within five (5) years of the completion of a project. Therefore, this MOU shall expire **October 18, 2028**, and does not have an option for renewal.

TERMINATION

Either the Township or the City may terminate this Agreement at any time for material breach or default by the other party. In the event that either party desires to terminate this Agreement for material breach or default, that party must first provide to the other party prior written notice of the material breach or default and afford that party no less than ninety (90) calendar days within which to cure any such material breach or default. If no cure is successful in eliminating the material breach or default within the ninety (90) day period following the delivery of the notice of material breach or default, then the aggrieved party shall notify the other party of failure to cure and may terminate the Agreement effective with such notice of failure to cure.

ATTACHMENT

Exhibit A: The original Subrecipient Agreement by and between City of Joliet and Forest Park Community Center, executed September 30, 2021.

[Signatures on Next Page]

Signatures:

Alicia Morales, Township Supervisor Joliet Township Government Date

Beth Beatty, City Manager City of Joliet Date

ATTEST:

Laren O'Hara, City Clerk City of Joliet

Date

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET AND FOREST PARK COMMUNITY CENTER, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") made this 30^{fh} day of Saphing 2021 by and between City of Joliet (the "<u>City</u>") and Forest Park Community Center, NFP, an Illinois not-for-profit, located and doing business at 1017 Woodruff Road, Joliet, IL 60432 (the "<u>Subrecipient</u>").

WITNESSETH:

WHEREAS, the City has entered into a grant agreement with the United States Department of Housing and Urban Development ("<u>HUD</u>") under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("<u>CDBG</u>") Programs, 24 Code of Federal Regulations ("<u>CFR</u>") Part 570, as amended, (the "Rules and Regulations"); and,

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by the U.S. Federal Regulations 24 CFR Part 570; and

WHEREAS, the Mayor and City Council approved the 2020-2024 Consolidated Plan for the CDBG Program with Resolution #7557 and the 2021 Annual Action Plan with Resolution #7671 for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2021 Annual Action Plans, as amended; and

WHEREAS, the City desires to engage the Subrecipient to implement such undertaking to the CDBG Program as valid and worthwhile City purpose;

NOW THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the City and the Subrecipient agree as follows:

I. PROJECT RESPONSIBILITY

City of Joliet, Neighborhood Services Division is hereby designated as the representative of the City regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted.

DEFINITIONS: As used in this Agreement:

a. "Annual Income" is the IRS adjusted gross income using the calculation for "adjusted gross income" outlined in the federal income tax IRS Form 1040.

- b. "Beneficiaries" for the Project is defined as low-moderate income households as defined by HUD.
- c. "Neighborhood Services Division" of the City of Joliet Community Development Department is responsible for the administration of the Community Development Block Grant (CDBG) funds.
- d. "Contractor" means an entity other than a Subrecipient that furnished to the Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).
- e. "City" City of Joliet is the Participating Jurisdiction which receives CDBG Program funds.
- f. "CDBG Program" means the Community Development Block Grant Program as may be amended from time to time.
- g. "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his/her behalf.
- h. "Project" means a site or sites together with any building or buildings located on the site(s) under common ownership, management and financing, to be assisted with CDBG funds as a single undertaking. The "project" includes all of the activities associated with the site and building. Project means the project subject to this Agreement as defined in the scope of service and project budget.
- i. "Program" means a CDBG Program eligible (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under §570.207(b)(4)), homebuyer down payment assistance, or recreational needs. If housing counseling, as defined in 24 CFR 5.100, is provided, it must be carried out in accordance with 24 CFR 5.111 to be carried out by a contractor and/or subrecipient.
- j. "Subrecipient" is a public agency or nonprofit organization that administers a specific Project for the City.
- k. EXHIBITS: The following attachments are made part of this agreement: Exhibit A - Authorized Scope of Work

II. <u>TERM</u>

The term of this Agreement shall commence UPON EXECUTION BY BOTH PARTIES as of the date executed and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until December 31, 2022.

III. STATEMENT OF WORK

The SUBRECIPIENT agrees to exert its best professional efforts to perform and carry out in a manner satisfactory to the City, the services set forth in Exhibit A, entitled "Project," attached hereto and by reference incorporated herein and made a part of hereof.

The SUBRECIPIENT shall administer the Project in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208. SUBRECIPIENT covenants the Project will be administered under its direct supervision and that all personnel engaged in the Project shall be fully qualified and authorized and permitted under applicable law to perform such services.

IV. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

The SUBRECIPIENT agrees to comply 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement. Additionally, the SUBRECIPIENT shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

- 1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- 2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- 3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
- 4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;

- 5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
- 6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The SUBRECIPIENT shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

iii. 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 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

v. Architectural Barriers Act/Americans with Disabilities Act

The SUBRECIPIENT shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such

removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

- B. Affirmative Action
 - i. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

ii. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement 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 SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iii. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.

The SUBRECIPIENT shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action 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 SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

iv. Subcontract Provisions

The SUBRECIPIENT will include the provisions of Section C. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

- C. Employment Restrictions
 - i. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) 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 City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. Drug-Free Workplace

The SUBRECIPIENT will or will continue to provide a drug-free workplace by:

- 1. Maintaining a Zero Tolerance Drug Policy;
- Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- 3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;
- 4. Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

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

The SUBRECIPIENT 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 project are given to low- and very low-income persons residing within the metropolitan 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. The SUBRECIPIENT further agrees to 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 project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very lowincome 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 SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

2. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT 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 Part 135 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.

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. 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 of any 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 agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- 2. 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 agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:
- 4. 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, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

vi. City Recognition

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

vii. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

viii. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the SUBRECIPIENT agrees that, in connection with such services:

- 1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- 2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

3. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

V. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-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 notification 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 and availability 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 undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient 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 agreement.

VI. <u>RECORDS AND REPORTS</u>

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

On a quarterly basis, the SUBRECIPIENT shall submit to the City, in a form acceptable to the City, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within 30 days of the close of each quarter.

The SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Project for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

When the SUBRECIPIENT is notified in writing by the City to extend the retention period.

Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

The City shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. SUBRECIPIENT shall cooperate with City and any federal auditors authorized by the City and shall make available all information, documents, and records reasonably requested and shall provide City the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

VII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment, in a form acceptable to the City, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

An authorized official for the SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of FIFTY THOUSAND AND no/100 DOLLARS (\$50,000.00).

If the City disallows any cost submitted by the SUBRECIPIENT, within 10 business days the City will provide written notification to the SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

VIII. PROGRAM INCOME

Any income generated by the SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income shall be retained by the SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

IX. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Project is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Project and prompt, appropriate action when instances of noncompliance are identified.

The SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

• determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

X. AUDIT REQUIREMENTS

Within thirty (30) days of the close of the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide to the City a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

The SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The SUBRECIPIENT shall submit a copy of the audit to the City and the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s). The SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The City shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

XI. CONFLICT OF INTEREST

The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the City may grant an exception to the conflict of interest provisions on a case-by-case basis.

XII. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to administer the Project in compliance with the following federal program requirements:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

XIII. CLOSEOUT AND REVERSION OF ASSETS

The City will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the SUBRECIPIENT.

Unless provided an extension through written notification by the City, the SUBRECIPIENT shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the City any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to the City shall not terminate until all closeout requirements are completed.

The following obligations of the SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to City any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

• insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and

For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XIV. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if the SUBRECIPIENT and City mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If, through any cause, the SUBRECIPIENT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the City, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

XV. MANDATORY DISCLOSURES

The SUBRECIPIENT shall provide written notice to the City within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

XVI. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the SUBRECIPIENT concerning the City under this Agreement shall not be made available to any individual or organization by the SUBRECIPIENT without first submitting them to the City.

XVII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and SUBRECIPIENT.

The City may, from time to time, request changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon between the City and the SUBRECIPIENT shall be incorporated into a written amendment to the Agreement.

XVIII. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the City 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 City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

B. Subcontracts

i. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

ii. Monitoring

The SUBRECIPIENT 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.

iii. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

C. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

XIX. <u>SEVERABILITY</u>

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

XX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXI. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to

exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. Gender

The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

C. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

D. Construction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

XXIII. SUBAWARD INFORMATION

| SUBRECIPIENT NAME: SUBRECIPIENT ID (DUNS): | Forest Park Community Center, NFP 137864992 |
|---|--|
| Federal Award Identification Number(s): | B-16-MC-17-0013 (\$13,975.45) B-17-MC-17-0013 (\$12,479.98) |
| | B-18-MC-18-0013 (\$23,544.57) |
| Federal Award Date: | multiple |
| Period of Performance: | January 8, 2021 to July 30, 2022 |
| Federal Funds Obligated | |
| by this Agreement: | \$50,000.00 |
| Total Federal Funds | |
| Obligated to SUBRECIPIENT: | \$50,000.00 |
| Total Amount of the Federal Award: | multiple |
| Federal award project description: | Community Facility Improvement, more fully described at 24 CFR 570.208(a)(2) |
| Name of Federal awarding agency: | Dept. of Housing Urban Development |
| Name of pass-through entity: | City of Joliet, Illinois |

Award Official Contact information: Services

Keith Jorstad, Director, Neighborhood

CFDA Number: CFDA Name: Identification of R&D: Indirect cost rate for the Federal award:

150 W. Jefferson Joliet IL 60432 815-724-4090 14.218 Community Development Block Grant No 10%

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.

WITNESS WHEREOF, The City and the SUBRECIPIENT have executed this Agreement as of the date first above written.

City of Joliet, a corporate and body politic of the State of Illinois

Forest Park Community Center, an Illinois not-for-profit corporation

| By: Jan Mayor | By: Betty Carin |
|---------------------------|---|
| Name: JAMes V. Capparelli | Name: Bethre Gavin |
| Title: C.Z. manacer | Name: Bethye Gavin Title: Executive Director |
| Date: 9-27-21 | Date: 9/30/1521 |

| City Clerk | AGENCY ATTEST |
|------------------------|---------------|
| By: Christa m Denderid | By: |
| Title: City Clerk | Title: |
| Date: 9-27-21 | Date: |

[SEAL]

[SEAL]

Approval as to FORM Corporation Counsel

By:_____

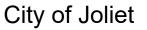
Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

SUBRECIPIENT will make capital improvements to their facility located at 1017 Woodruff Road. The scope of work shall include the following. All work shall be performed in accordance with state and local building requirements.

- Electrical Installation of LED panels;
- Electrical Upgrades to Exit signs and smoke detectors;
- Electrical Installation of video doorbell (Ring or corresponding brand);
- Electrical Remove and replace broken switches and fixtures as necessary;
- Brick/Concrete tuck pointing of building exterior; replacement of deteriorated brick;
- Painting removal of deteriorated and/or damaged paint; application of primer and paint to wooden exterior, including windows, doors and railings;
- Soffit and Facia remove and replace damaged and deteriorated soffits and facia components;
- Drainage remove and replace or repair down spouts and gutters, as needed;
- Accessibility Repair accessible approach to facility;
- Flooring remove and replace existing flooring on the first floor with tile flooring.





Memo

File #: TMP-7887

Agenda Date: 11/13/2024

TO: Diversity & Community Relations Committee

FROM: Jacqueline Lozada, CDBG Program Manager

SUBJECT:

CDBG Review: Consolidated Annual Performance and Evaluation Report (CAPER) PY2023

BACKGROUND:

The CAPER is a HUD required annual report, outlining the details and successes of the Community Development Block Grant (CDBG) funded activities. The beneficiary and financial data collected throughout Program Year 2023 will be submitted to HUD in order to evaluate the spending of this federally funded program, document accomplishments, and to update the progress towards Goals and Objectives outlined within the Consolidated Plan.

CONCLUSION:

Each of the completed activities within this report have been thoroughly monitored and audited. With the Committee's support, this CAPER review will be posted for public comment, and later presented to Council as a true and accurate report of the City's CDBG accomplishments for PY23.

RECOMMENDATION:

The Administration requests the Committee's review of the CAPER report data - which will be presented at Council at a later date prior to HUD submission.



City of Joliet

Consolidated Annual Performance & Evaluation Report

Community Development Block Grant Funds

2023 Program Year

DRAFTED FOR PUBLIC

TABLE OF CONTENTS

| CR-05 - Goals and Outcomes | Error! Bookmark not defined. |
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| CR-10 - Racial and Ethnic composition of families assisted | Error! Bookmark not defined. |
| CR-15 - Resources and Investments 91.520(a) | Error! Bookmark not defined. |
| <u>CR-20 - Affordable Housing 91.520(b)</u> | Error! Bookmark not defined. |
| <u>CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91</u> | L.520(c) Error! Bookmark not defined. |
| <u>CR-30 - Public Housing 91.220(h); 91.320(j)</u> | Error! Bookmark not defined. |
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| <u>CR-40 - Monitoring 91.220 and 91.230</u> | Error! Bookmark not defined. |
| CR-45 - CDBG 91.520(c) | Error! Bookmark not defined. |

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This Consolidated Annual Performance and Evaluation Report (CAPER) describes the activities undertaken by the City of Joliet during the Program Year beginning October 1, 2023 and ending September 30, 2024, using Community Development Block Grant (CDBG) funds allocated to the City by the U.S. Department of Housing and Urban Development (HUD). This report includes accomplishments for both the regular allocation of CDBG funds as well as the supplementary funding received through the CARES Act to prepare, prevent, and respond to the COVID-19 pandemic.

The report serves to meet the performance reporting requirements of the Consolidated Plan Regulations at 24 CFR 91.520. The report measures the progress made, and the accomplishments achieved against the goals and objectives described in the City's PY23 Annual Action Plan and the 2020- 2024 Consolidated Plan. Both plans are available for public review on the City's Neighborhood Services Division website: https://www.joliet.gov/government/departments/community-development/neighborhood-services-division/hud-notices

The City of Joliet's Neighborhood Services Division is the lead entity and administrator for CDBG funds. Beginning in Program Year 2016, the City of Joliet joined the Will County HOME Consortium. The accomplishments of HOME-funded projects funded with allocations after 2015 will be included in the Will County CAPER report. There are no pre-2016 HOME funds or accomplishments to report on within this CAPER, all funds prior to the HOME Consortium have been expended, grants closed, and reported on in previous years.

PY2023 is the fourth year of the City's 5 year Consolidated Plan. The City originally funded 10 projects with its PY2023 CDBG allocation:

- 1. Facility Improvements Spanish Community Center (\$63,160)
- 2. Facility Improvements Will-Grundy Medical Clinic (\$52,000)
- 3. Facility Improvements United Cerebral Palsy (\$70,000)
- 4. Facility Improvements Catholic Charities Diocese of Joliet (\$195,000)
- 5. Microenterprise LEDA (\$100,000)
- 6. Public Services Court Appointed Special Advocacy (CASA) (\$24,852.70)
- 7. Public Services Snow Removal Program (\$10,000)
- 8. General Administration (\$155,000)
- 9. City of Joliet Set Aside Roads, Curbs Sidewalks (\$129,005.30)
- 10. Public Services Street Outreach Social Worker (\$100,000)

1. Facility Improvements - Spanish Community Center (\$63,160)

The City allocated \$63,160 to local nonprofit Spanish Community Center - located at 309 N Eastern Ave, Joliet IL 60432 - for facility improvement activities. This improvement project was delayed due to the completion of other ongoing facility improvements, as well as permit setbacks. Additional funding was allocated in PY2023 to complete the project due to inflation of supplies. With all permits now acquired in August 2024,

the City expects construction to finish in the first quarter of PY2024 program year. Project Remains Open and Active.

2. Facility Improvements - Will-Grundy Medical Clinic HVAC (\$52,000)

The City allocated \$52,000 to Will-Grundy Medical Clinic located at 213 E. Cass Street Joliet, IL 60432. The project included the purchase and installation of a new HVAC system with the intention of removing conditions that have adverse effects on the health and safety of clients, while improving air quality throughout the clinic. The project was completed in February 2024, providing improved and updated facilities to 1,117 unduplicated clients during program year 2023. \$46,357 drawn of \$52,000 during PY2023. Remaining balance will be reprogrammed to a future activity. **Project Complete.**

3. Facility Improvements - United Cerebral Palsy (\$70,000)

The City allocated \$70,000 to the local non profit United Cerebral Palsy located at 311 S Reed Street Joliet, IL 60436 to provide facility improvements. The project included the restoration of their parking lot that fell into disrepair - the improvements were necessary for the safety and accessibility of their clients. Work began in May 2024 and was complete in June 2024 - providing improved and updated facilities to 218 unduplicated clients during program year 2023. \$68,411 drawn of \$70,000 during PY2023. Remaining balance will be reprogrammed to a future activity. **Project Complete.**

4. Facility Improvements - Catholic Charities (\$195,000)

The City allocated \$195,000 to the Spanish Community Center located at 611 E. Cass Street Joliet, IL 60432 to provide facility improvements. The project included replacement of the existing men's dorm bathroom. It also included replacing countertops and sink, bathroom stalls, floor tiles, and updated the ventilation system to prevent mold and ensure the accessibility and longevity of the facility restroom. Work was completed in April, 2024 - providing improved and updated facilities to 527 unduplicated clients during program year 2023. The total budget withdrawn was \$193,114.30 of \$195,000. Remaining balance will be reprogrammed to a future activity. **Project Complete.**

5. Microenterprise - Latino Economic Development Association, NFP (\$100,000)

The City allocated \$100,000 to the Latino Economic Development Association (LEDA) located at 310 N Ottawa Street Joliet, IL 60432 to provide technical assistance, resources, marketing, outreach and support to locally owned businesses. This project addresses the Goal to Increase Economic Opportunity, and the priority need for Community Development. While work is still ongoing, to date LEDA has assisted 113 unduplicated businesses owned by low/mod income owners, or within a low/mod area benefit. The City received documentation and requests for reimbursement for the first and second quarter of PY2023 and anticipates completing the project in February 2025. \$42,424.68 drawn of \$100,000. Project Remains Open and Active.

6. Public Services - CASA of River Valley (\$24,852.70)

The City allocated \$24,852.70 (later re-allocated to a full \$24,866) to the CASA of River Valley, NFP to support the Guardian Ad Litem (GAL) court appointed representation for abused and neglected children in active court cases, guiding them through the legal system and advocating for

their best interests. This program supports a presumed benefit and low/mod population - and addresses Non Housing Community Development. With this project completed, the activity provided services to 181 unduplicated clients during program year 2023. Fully expended, this project spent \$24,866 drawn of \$24,866. Project Complete.

7. Public Services - Snow Removal Program (\$10,000)

The City allocated \$10,000 towards snow removal for senior aged and disabled residents. It was later reallocated additional funds totaling \$34,634.60. 333 residents were assisted with snow removal service in the program year, helping these at-risk clients remain active and maintain independent living - and allowing them to have accessible pathways to vital resources such as food and medication. A total of \$30,875 drawn of \$34,634.60. The remaining balance of \$3,759.60 will be utilized during PY2024 Snow Removal Program. <u>Project Remains Open and Active.</u>

8. General Administration (\$155,000)

The City allocated \$155,000 towards general CDBG Administration costs. This allocation was later lowered to \$114,500 to meet other activity/program needs. Still expending Administration funds from previous years, there has been no expenditures and \$0 of \$114,500 has been drawn. **Project Remains Open and Active.**

9. Set Aside: Infrastructure - Roads, Curbs, Sidewalks (\$129,005.30)

The City allocated \$129,005.30 as an infrastructure set aside. These funds were combined with unprogrammed infrastructure and administrative dollars from past years to total \$650,152 towards improvements to neighborhood infrastructure. These necessary improvements were to sewer and water lines in despair in low and moderate income Bicentennial Bluffs area. Infrastructure improvements to these failing water and sewer lines was completed in September 2024, and provided improved service to 3,630 area residents within the low/moderate income area. Fully expended, \$650,152 drawn of \$650,152. Project Complete.

10. Public Services - Street Outreach Social Worker (\$100,000)

The City allocated \$100,000 to provide a social worker role and street outreach program to benefit the Joliet Fire Department. This role has worked in conjunction with the Community Cares network to provide services to 1,283 clients in crisis situations. These services include emotional and mental health resources. To date, this activity has expended \$42,424.68 drawn of \$100,000. While still ongoing and collecting additional information, this activity is anticipated to be complete in December, 2024. **Project Remains Open and Active.**

PRIOR YEAR PROGRAMS CONTINUED IN THE CURRENT PROGRAM YEAR

1. Facility Improvements - Spanish Community Center

The City allocated \$90,000 to make accessibility improvements to the Spanish Community Center, a neighborhood facility located at 309 N Eastern Avenue, which provides a variety of services to the surrounding neighborhoods. The work has been delayed due to permitting issues and

rising inflation costs of both the materials and labor. After several initial delays, the project is now underway and the City expects construction to finish early in PY2024. Project Remains Open and Active.

2. Housing Rehabilitation - Senior Repair Program

Will County Senior Services continued to administer a minor repair program for seniors and disabled persons using prior year funds. Within Program Year 2023, the organization expended \$50,935.45 and assisted four (4) additional senior homeowners with minor repairs to their homes to increase safety and accessibility. The subrecipient agency has since shut down this program and is no longer offering this service, unexpended funds from PY2020 (closed IDIS activity #363) and PY2021 (cancelled IDIS activity #375) will be reprogrammed at a later date. \$65,585.68 total drawn out of prior year funds. **Project complete.**

3. Facility Improvements - Salvation Army

The City allocated a total of \$175,000 to Salvation Army for facility improvements. The project was completed at the beginning of Program Year 2023, coming in under budget by \$27,342.14. The City has completed all reimbursements and all beneficiary data has been collected from the organization. This activity has benefitted 8,895 persons from this low/moderate income area. \$147,657.86 drawn of \$175,000. Remaining balance will be reprogrammed to a future activity. **Project complete.**

4. Facility Improvements - YMCA

The City allocated a total of \$25,000 to the YMCA for roof repairs in Program Year 2021. The roof repair was completed, and all reimbursement invoices along with beneficiary data has been received. This activity has benefitted 4,018 low to moderate income persons. Fully expended at \$25,000 drawn of \$25,000. **Project complete**

5. Facility Improvements - Forest Park Community Center

The City allocated \$50,000 to the Forest Park Community Center to make needed improvements to the aging building, including façade work, improvements to the lighting, and accessibility improvements. Although the work was completed at the end of Program Year 2022, all beneficiary information and close out/completion of the project was finalized in IDIS at the very beginning of Program Year 2023. This activity benefitted 9,565 persons within this low to moderate income area. \$49,035.25.25 drawn of \$50,000. Remaining balance will be reprogrammed to a future activity. **Project complete.**

6. Infrastructure Improvement - Parks Ave. Roadway

The City budgeted \$445,500 to make necessary improvements to the street surface and the aging water main that runs along Parks Avenue. The project was initially delayed and completed at the end of Program Year 2022 - all reimbursements and closing of the activity was completed in Program Year 2023. This infrastructure project benefitted 2,520 persons within this low to moderate income area. Fully expended at \$445,500 drawn out of \$445,500. Project complete.

7. Facility Improvements - Easterseals

The City allocated a total of \$91,000 for building renovations to prepare the location for new programs offering pre-vocational and activities for adults with developmental disabilities. The work was completed in September 2024, and all reimbursements have been made. This facility improvement serviced 1,134 total beneficiaries. Project has expended \$71,176.92 drawn out of the allocated \$91,000 and will not incur any additional draws. Remaining balance will be reprogrammed to a future activity. **Project complete.**

8. Facility Improvements - Agape

The City allocated a total of \$36,000 necessary for renovations to its current HOPWA units and main office to ensure safety to clients and employees on site, help stabilize the client's health, and enhance self-sufficiency. The work on this activity was completed in the first quarter of Program Year 2023 and all reimbursements have been made. Beneficiary data has been requested from the agency to complete close out. Project has expended \$29,821.46 drawn out of the allocated \$36,000 and will not incur any additional draws. Remaining balance will be reprogrammed to a future activity. **Project remains open pending beneficiary data collection.**

9. Housing - Agape

The City allocated a total of \$62,178.54 necessary to provide improvements to scattered site housing units. The project is proposed to make enhancements to its current HOPWA units to meet the changing needs of its residents including replacement of doors, HVAC system, technology, security, and handicap accessibility features. Work began in the spring of 2023 and is now completed. Beneficiary data has been requested from the agency to complete close out. Project has been fully expended \$62,178.54 drawn out of the allocated \$62,178.54. Project remains open pending beneficiary data collection.

10. Microenterprise - Latino Economic Development Association

The City allocated a total of \$75,000 to this microenterprise activity to increase Economic Opportunity. This activity benefitted 75 owners/potential business owners in the Joliet area providing Technical Assistance, accounting, social engagement, social media, workshops, and more. This is an on-the-ground service in the community that accomplishes extensive outreach, marketing, and 1-on-1 technical engagement to ensure assistance for the hardest-to-reach businesses that are in most need of support. The final reimbursement and beneficiary data was received in the second quarter of PY23. \$74,732.17 drawn of \$75,000. Project complete.

11. Public Services - Snow Removal Program

The City allocated \$45,000 towards snow removal for senior aged and disabled residents. This activity benefitted 273 persons - assisting with snow removal service within the program year, helping seniors remain active and maintain independent living - and allowing them to have accessible pathways to vital resources such as food and medication. \$29,505.40 drawn of \$45,000. The remaining balance of \$15,494.60 will be utilized during PY2024 Snow Removal Program. **Project Remains Open and Active.**

12. General Administration

The City allocated \$40,445 towards general CDBG Administration costs. \$10,306.87 of \$40,445 has been drawn - the remaining \$34,253.63 will be expended and expected to close in PY24. Project Remains Open and Active.

CDBG-CV SUPPLEMENTAL FUNDING FROM CARES ACT TO PREPARE, PREVENT, AND RESPOND TO COVID-19

The City received a total of \$1,391,950 of supplemental CDBG funds through the CARES Act to prepare for, prevent, and respond to COVD-19. The City fully budgeted its CDBG-CV funds split into two rounds of funding. For CDBG-CV Round 1, the City of Joliet received \$563,076. All funds for Round 1 were fully expended and activities closed prior to PY23.

For CDBG-CV Round 2, the City of Joliet received \$828,874. Of this allocation, three different activities were still open and active during PY23. Below is a summary of the progress of each, along with expenditure milestones:

13. Public Service - Holsten Human Capital Development

The City allocated \$27,000 to this project, to create a position to respond to COVID and the at-risk populations that are hesitant to seek health and wellness care within Riverwalk Homes Development. This health navigator provides COVID and other health screenings, masks, gloves, and other necessary resources to medical equipment or local food pantry access. To date, over 2 Program Years, 3,496 persons have been assisted. With services continuing, this activity is estimated to be complete in early PY24. \$10,199.22 expended of \$27,000. <u>Project Remains Open and</u> <u>Active.</u>

14. Facility Improvements - Will Grundy Medical Clinic

The City allocated \$423,874 to this project, to renovate an existing facility and provide the space for an Advanced Practice Nurse, and a Licensed Clinical Social Worker to provide mental health and case management services. With renovations completed in June of 2024, this activity benefitted 1117 seniors, mentally ill, uninsured or underinsured, homeless, and disabled individuals. Fully expended at \$423,874 of \$423,874. **Project is complete.**

15. Facility Improvements/Public Service - YMCA

This project provided operating support for a number of YMCA programs to support students and youth adversely affected by the pandemic. The program was amended to include limited facility improvements to accommodate the expanded programs. The program continued to operate through PY23. In total over 2 Program Years, 1,013 low to moderate income youth were assisted through this activity. \$129,716 drawn of \$130,000. **Project is complete.**

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

This was the fourth year of the five-year Consolidated Plan. The performance over past years has been drastically affected by the COVID pandemic and the rising inflation costs that followed. Despite this, the City continued to make progress towards its stated long-term goals and objectives. Of these objectives, a notable accomplishment is the 113 businesses assisted, bringing the City closer to the Goal of Increasing Economic Opportunity. Overall, the City completed fifteen (15) CDBG funded projects during Program Year 2023. Most impressively, the City was able to close these activities, meet the required timeliness test for the first time in 3 years, while expending set-to-expire funds as far back as 2016.

Further, the City funded two Infrastructure projects (Bicentennial Bluffs and Parks Roadway), both completed in PY23. Only one facility improvement project (Spanish Community Center) experienced a temporary delay but is on track to be completed early within PY24.

In reviewing actual outcomes - two areas of improvement can be recognized throughout this Program year. With the sunsetting of Senior Services Minor Home Repair program, the City is discussing capacity among other partnering agencies that may be able to fill this needed gap, or the consideration of increasing in house capacity instead. In making strides towards eliminating blighted conditions/demolition the City has utilized non-federal funds. The current demolition of Victory Centre Gymnasium. Further discussions involve continuing to use other funding sources to meet both of these needs moving forward.

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

| Goal | Category | Source / Amount | Indicator | Unit of Measure | Expected – Strategic Plan | Actual – Strategic Plan | Percent Complete | Expected – Program Year | Actual – Program Year | Percent Complete |
|------------|-------------|-----------------------|-----------------------------|--------------------|------------------------------------|-------------------------------|---------------------|----------------------------------|-----------------------------|---------------------|
| Eliminate | Non-Housing | CDBC | | | | | | | | |
| Blighted | Community | CDBG: | Buildings Demolished | Buildings | 20 | 3 | 15 000/ | 0 | 0 | 100.00% |
| Conditions | Development | Ş | | | | | 15.00% | | | 100.00% |

| Affordable Housing | CDBG: \$ | Rental units rehabilitated | Household Housing Unit | 0 | 0 | | 0 | 0 | |
|---|--|---|---|---|--|---|---|---|--|
| Affordable Housing | CDBG: \$ | Homeowner Housing Rehabilitated | Household Housing Unit | 400 | 25 | 6.25% | 8 | 4 | 50.00% |
| Affordable Housing | CDBG: \$ | Housing Code Enforcement/Foreclosed Property Care | Household Housing Unit | 0 | 0 | | | | |
| Non-Housing Community Development | CDBG: \$ | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 12000 | 11042 | 92.01% | 7,664 | 31,576 | 412.00% |
| Non-Housing Community Development | CDBG: \$ | Homeless Person Overnight Shelter | Persons Assisted | 0 | 0 | | 0 | 0 | |
| Non-Housing Community Development | CDBG: \$ | Overnight/Emergency Shelter/Transitional Housing Beds added | Beds | 0 | 0 | | 0 | 0 | |
| Non-Housing Community Development | CDBG: \$ | Other | Other | 0 | 0 | | | | |
| | Housing Affordable Housing Affordable Housing Non-Housing Community Development Non-Housing Community Development Non-Housing Community Development | Housing\$Affordable HousingCDBG: \$Affordable HousingCDBG: \$Non-Housing Community DevelopmentCDBG: \$Non-Housing Community DevelopmentCDBG: \$Non-Housing Community DevelopmentCDBG: \$Non-Housing Community DevelopmentCDBG: \$Non-Housing Community DevelopmentCDBG: \$Non-Housing Community DevelopmentCDBG: \$ | Housing\$Rental units rehabilitatedAffordable HousingCDBG: \$Homeowner Housing RehabilitatedAffordable HousingCDBG: \$Housing Code Enforcement/Foreclosed Property CareNon-Housing Community DevelopmentCDBG: \$Public Facility or Infrastructure Activities other than Low/Moderate Income Housing BenefitNon-Housing Community DevelopmentCDBG: \$Homeless Person Overnight ShelterNon-Housing Community DevelopmentCDBG: \$Overnight/Emergency Shelter/Transitional Housing Beds addedNon-Housing Community DevelopmentCDBG: \$Overnight/Emergency Shelter/Transitional Housing Beds added | Housing\$Rental units rehabilitatedHousing UnitAffordable HousingCDBG: \$Homeowner Housing RehabilitatedHousehold Housing UnitAffordable HousingCDBG: \$Housing Code Enforcement/Foreclosed Property CareHousehold Housing UnitNon-Housing Community DevelopmentCDBG: \$Public Facility or Infrastructure Activities other than Low/Moderate Income Housing BenefitPersons AssistedNon-Housing Community DevelopmentCDBG: \$Homeless Person Overnight ShelterPersons AssistedNon-Housing Community DevelopmentCDBG: \$Overnight/Emergency Shelter/Transitional Housing Beds addedBeds | Housing\$Rental units rehabilitated UnitHousing Unit0Affordable HousingCDBG: \$Homeowner Housing RehabilitatedHousehold Housing Unit400Affordable HousingCDBG: \$Homeowner Housing RehabilitatedHousehold Housing Unit400Affordable HousingCDBG: \$Housing Code Enforcement/Foreclosed Property CareHousehold Housing Unit0Non-Housing Community DevelopmentCDBG: \$Public Facility or Infrastructure Activities other than Low/Moderate Income Housing BenefitPersons Assisted12000Non-Housing Community DevelopmentCDBG: \$Overnight ShelterPersons Assisted0Non-Housing Community DevelopmentCDBG: \$Overnight/Emergency Shelter/Transitional Housing Beds addedBeds0Non-Housing Community DevelopmentCDBG: \$OtherOther0 | Housing\$Rental units rehabilitatedHousing Unit00Affordable HousingCDBG: \$Homeowner Housing RehabilitatedHousehold Housing UnitHousehold Housing Unit40025Affordable HousingCDBG: \$Housing Code Enforcement/Foreclosed Property CareHousehold Housing Unit00Non-Housing Community DevelopmentCDBG: \$Public Facility or Infrastructure Activities other than Low/Moderate Income Housing BenefitPersons Assisted1200011042Non-Housing Community DevelopmentCDBG: \$Homeless Person Overnight ShelterPersons Assisted00Non-Housing Community DevelopmentCDBG: \$Overnight/Emergency Shelter/Transitional Housing Beds added00Non-Housing Community DevelopmentCDBG: \$Overnight/Emergency Shelter/Transitional Housing Beds added00 | Housing\$Rental units rehabilitated UnitHousing Unit00Affordable Housing Housing SCDBG: \$Homeowner Housing RehabilitatedHousehold Housing UnitHousehold Housing Unit400256.25%Affordable HousingCDBG: \$Housing Code Enforcement/Foreclosed Property CareHousehold Housing Unit000Non-Housing Community DevelopmentCDBG: \$Public Facility or Infrastructure Activities other than Low/Moderate Income Housing BenefitPersons Assisted120001104292.01%Non-Housing Community DevelopmentCDBG: \$Overnight/Emergency Shelter/Transitional Housing Beds addedPersons Assisted000Non-Housing Community DevelopmentCDBG: \$Overnight/Emergency Shelter/Transitional Housing Beds added000Non-Housing Community DevelopmentCDBG: \$Overnight/Emergency Shelter/Transitional Housing Beds added000 | Housing\$Rental units rehabilitatedHousing Unit0000Affordable Housing SCDBG: \$Homeowner Housing RehabilitatedHousehold Housing Unit400256.25%8Affordable Housing SCDBG: \$Housing Code Enforcement/Foreclosed Property CareHousehold Housing Unit000 | Housing\$Rental units rehabilitatedHousing Unit000000Affordable HousingCDBG: SHomeowner Housing RehabilitatedHousehold Housing Unit400256.25%84Affordable HousingCDBG: SHousing Code Enforcement/Foreclosed Property CareHousehold Housing Unit0001111Non-Housing Community DevelopmentCDBG: SHomeless Person Overnight ShelterPersons Assisted120001104292.01%7,66431,576Non-Housing Community DevelopmentCDBG: SOvernight/Emergency Shelter/Transitional Housing Beds addedPersons Assisted00000Non-Housing Community DevelopmentCDBG: SOvernight/Emergency Shelter/Transitional Housing Beds addedPersons Assisted00000Non-Housing Community DevelopmentCDBG: SOvernight/Emergency Shelter/Transitional Housing Beds addedPersons Assisted00000Non-Housing Community DevelopmentCDBG: SOtherOther000000 |

| Improve Public Services | Homeless Non- Homeless Special Needs Non-Housing Community Development | CDBG: \$ | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 5000 | 17,297 | 345.94% | 548 | 1,797 | 327.92% |
|--|--|-------------|---|------------------------|------|--------|---------|-----|-------|---------|
| Improve Public Services | Homeless Non- Homeless Special Needs Non-Housing Community Development | CDBG: \$ | Public service activities for Low/Moderate Income Housing Benefit | Households Assisted | 0 | 0 | | 0 | 0 | |
| Increasing Economic Opportunities | Non-Housing Community Development | CDBG: \$ | Businesses assisted | Businesses Assisted | 300 | 188 | 62.66% | 100 | 113 | 113.00% |
| Planning, Administration, and Capacity Building | Affordable Housing Public Housing Homeless Non- Homeless Special Needs Non-Housing Community Development | CDBG: \$ | Businesses assisted | Businesses Assisted | 0 | 75 | | 0 | 0 | |

| Planning, Administration, and Capacity Building | Affordable Housing Public Housing Homeless Non- Homeless Special Needs Non-Housing Community | CDBG: \$ | Other | Other | 2 | 2 | 100.00% | 0 | 0 | 0.00% |
|--|---|-------------|-------|-------|---|---|---------|---|---|-------|
| | Development | | | | | | | | | |

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the 2023 Program Year, the City of Joliet addressed the following strategies and specific objectives from its Consolidated Plan Strategic Initiatives using CDBG:

Improve Neighborhood Infrastructure and Facilities

| Improve Neighborhood Infrastructure and Facilities | | | | | | |
|--|---|--|--|--|--|--|
| Goal: | The City's primary goal for the purpose of this Consolidated Plan is to improve the sustainability of older, low- and moderate-income neighborhoods within the City. The City will pursue this goal by investing in neighborhood infrastructure such as streets, sidewalks, flood drainage, water lines, and sanitary sewer improvements. The City will also invest in neighborhood facilities that provide access to crucial services for residents. | | | | | |

| Actual: | The City completed eight (8) facility improvements; Salvation Army, Joliet YMCA, Forest Park Community Center, United Cerebral Palsy, Catholic Charities, Easterseals, and two Will Grundy Medical Clinic projects. Two (2) additional facility improvements with Agape, NFP are both completed, and no additional draws will be applied - beneficiary data from Agape is still being collected, and the activity will be closed once all reporting data is in. Only one (1) project (Spanish Community Center) had experienced delay - but is currently underway early PY24. Two (2) additional infrastructure projects - Parks Roadway and Bicentennial Bluffs water and sewer repair were also successfully completed, fully expended. |
|--------------|---|
| Improve Publ | ic Services |
| Goal: | The City will use available federal resources to increase access and availability of crucial social services for low to moderate income persons. Eligible public services include those targeted to specific populations, such as homeless, at-risk youth, young families (childcare), seniors, and the disabled. They also include programs aimed at increasing access to economic opportunity, such as job training and supportive services, and improving community health, such as programs that increase access to health care, mental health, and healthy food. |
| Actual: | The City funded three (3) public service activities; Snow Removal Services, Joliet Fire Department Street Outreach Social Worker, and CASA Child Advocacy Program. During the program year, the Snow Removal Program assisted 333 senior and/or disabled households to maintain independent living and accessibility during the winter season. Street Outreach Social worker impacted 1,283 persons, and CASA serviced 181 children within the active legal system. Holsten's program continued from previous years, assisting a total of 3,496 persons. |
| Improve Con | dition of Housing Stock |
| Goal: | The City will use available federal resources to support rehabilitation programs. Given the limited amount of resources and the expense of rehabilitation programs, the City will use available resources for limited repair programs that serve a specific purpose, such as assisting a senior or disabled household remain in their home, increasing security, or addressing the hazards of lead-based paint. The City will also consider funding rehabilitation programs and projects if the CDBG funds are able to leverage other funding. |

| Actual: | During the program year, the City partnered with Will County Senior Services to offer the Minor Repair program. Before discontinuing the program, a total of \$50,935.45 was expended to assist four (4) additional senior households. The prior year activity has been closed, and the PY2023 activity has been cancelled. The City will look to partner with another agency in the future to continue meeting this need. |
|----------------|---|
| Eliminate Blig | ghted Conditions |
| Goal: | The City will use available federal resources to demolish and clear blighted structures from CDBG target areas. The immediate purpose of this goal is to remove conditions that have adverse effects on the health, safety, and livability of the service areas. The long-term goal of the program is to re-purpose the available land for new housing or other redevelopment opportunities and to attract private investment into the neighborhoods. |
| Actual: | Utilizing funds remaining from previous years, at least 1 demolition has progressed forward in this Program Year. With abatement underway, this demolition is scheduled to be complete within the first quarter of PY2024. |

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

| | CDBG |
|---|--------|
| White | 6,079 |
| Black or African American | 3,817 |
| Asian | 147 |
| American Indian or American Native | 23 |
| Native Hawaiian or Other Pacific Islander | 7 |
| Total | 10,073 |
| Hispanic | 3,073 |
| Not Hispanic | 7,000 |

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The table above is comprised of data from public service activities only, and does not provide an option for multiracial households. The City of Joliet assisted an additional 4,115 multi-racial and "other" households during PY23 which are reported in the "Other" category in IDIS. Of this category, 538 identified as Hispanic.

This table also does not reflect infrastructure/LMA area activities. The City of Joliet has serviced an additional 6,150 individuals through infrastructure projects to low/moderate income areas where the racial and ethnic composition is not reported in IDIS.

CR-15 - Resources and Investments 91.520(a)

| Source of Funds | Source | Resources Made Available | Amount Expended During Program Year |
|-----------------|--------|-----------------------------|--|
| CDBG | HUD | \$899,018 | \$2,275,882.81 |
| CDBG COVID | HUD | \$0 | \$0 |

Identify the resources made available

Table 3 - Resources Made Available

Narrative

The table above reflects the PY2023 CDBG allocation as the "Resources Made Available", and the "Amount Expended During Program Year" reflects all reimbursements made for all open activities during the Program Year. The expended amount exceeds the resources made available, due to utilizing prior year funding and the continuation of prior year activities.

Identify the geographic distribution and location of investments

| Target Area | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description |
|---------------------------|-------------------------------------|------------------------------------|-----------------------|
| Citywide | 51% | 28% | |
| Citywide - Low/Mod Target | | | |
| Areas | 49% | 72% | |

Table 4 – Identify the geographic distribution and location of investments

Narrative

There are 113 census block groups within the City. Based on low to moderate income data provided by HUD, 57 of the block groups have concentrations of low to moderate income residents over 51% and therefore would qualify to receive CDBG investments on an area wide basis. Of those 57 block groups 31 have an LMI % over 70%. All of the qualifying block groups are located within Joliet Township.

In the Consolidated Plan, the City proposed to focus its CDBG investments within low to moderate income areas. When choosing which projects to fund, the City is giving additional preference to those areas where there are high concentrations of racial or ethnic minority populations as well. The City has identified three census tracts that have relatively high poverty rates and high concentrations of minority residents: Census Tracts 8819, 8820, and 8812.

During the program year, the City worked on the following programs that had specific locations/target areas:

- The Senior Snow Removal, Street Outreach Social Worker, Microenterprise, Senior Services Home Repair, and CASA funds were able to be used anywhere in the City.
- The Catholic Charities, United Cerebral Palsy, Salvation Army, YMCA (both Facility and Public Services activities), Forest Park Community Center, EasterSeals, Agape (both Facility and Housing activities), Holsten Human Capital Development, and Will-Grundy Medical Clinic facility improvement projects are all located in RECAP Census Tract areas.

• Street improvement projects occurred on Parks Roadway and (Bicentennial) Bluff Street. These projects benefit the residential neighborhoods in their immediate vicinities, including the preceding identified block groups.

Leveraging Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Joliet does not have any current leveraging requirements under the CDBG program.

The City does own a number of lots throughout the City. When feasible, the City makes these lots available to developers such as Habitat for Humanity for in-fill housing.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

| | One-Year | Goal A | ctual |
|---------------------------------------|----------|--------|-------|
| Number of homeless households to be | 0 | 0 | |
| provided affordable housing units | | | |
| Number of non-homeless households to | 0 | 0 | |
| be provided affordable housing units | | | |
| Number of special-needs households to | 0 | 0 | |
| be provided affordable housing units | | | |
| Total | 0 | 0 | |

Table 5 – Number of Households

| | One-Year Goal | Actual |
|---|---------------|--------|
| Number of households supported | 0 | 0 |
| through rental assistance | | |
| Number of households supported | 0 | 0 |
| through the production of new units | | |
| Number of households supported | 0 | 0 |
| through the rehab of existing units | | |
| Number of households supported | 0 | 0 |
| through the acquisition of existing units | | |
| Total | 0 | 0 |

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

HOME-funded activities are included as part of the Will County HOME Consortium. The tables above only include affordable housing projects that satisfy the HOME definition of affordable housing. As such, the CDBG-funded minor housing repair program listed above does not qualify and is not included.

Discuss how these outcomes will impact future annual action plans.

The City continues to pursue opportunities to support local non-profit builders and build their capacity to take on HOME-funded projects. However, the City must feel confident in the non-profit's capacity before partnering on any development projects.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

| Number of Households Served | CDBG Actual | HOME Actual |
|-----------------------------|-------------|-------------|
| Extremely Low-income | 0 | 0 |
| Low-income | 4 | 0 |
| Moderate-income | 0 | 0 |
| Total | 0 | 0 |

Table 7 – Number of Households Served

Narrative Information

The tables above only include housing projects that satisfy the HOME program requirements. All of the City's HOME funded projects are reported through the County of Will HOME Consortium CAPER. The City of Joliet uses CDBG funding for a minor home repair program but the program does not meet the standards of the HOME program. The City's program assisted four (4) senior households.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

- Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs
- Addressing the emergency shelter and transitional housing needs of homeless persons
- Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs
- Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CoC has a collaborative effort to provide street outreach (including a Vet specific team, Consumer involvement, DV services, shelter intake). The collaborative provides outreach every Thursday. PATH, Youth-specific providers, and Consumer Advocates are engaged in outreach daily. The Plan to End Homeless committee has a marketing plan for the CES for police, libraries, hospitals, food pantries, health care centers, and churches in order to inform. The CoC implemented outreach initiatives to connect with the unsheltered and hardest to house. By recording these initiatives in HMIS, the data is more accurate and of a better quality. Reaching these populations enables the CoC to provide housing/services and to reduce episodic shelter use.

Will Grundy Medical Clinic and their Street Outreach Team has extended their service outreach and hours. Along with the annual PIT counts, they have now extended to regular nights and weekends, in hopes to reach the hardest to house and provide resources to those that are not usually connected with through conventional means.

The City also has representation at the Community Cares collective - led and organized by the Joliet Fire Department and the CDBG-funded Street Outreach Social Worker. This group is a roundtable of local service agencies, and City Hall Staff/Police Department/Fire Department that provide response to persons in crisis situations, including homeless or at risk of homeless and hardest to house. This group provides resources and warm hand off referrals to those in need. The array of services provided by local agencies extends from shelter, transitional housing, substance and alcohol abuse treatment options, employment opportunities, and other general local resources.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Housing Authority of Joliet (HAJ) is the public housing agency that serves the City, as well as Will County, Illinois. The City partners closely with the Housing Authority, including the development of City-funded projects such as Liberty Meadows, and PHA-funded projects such as Water's Edge. As of this Program Year, the local PHA holds 383 units (343 for elderly/disabled). There are currently 2800 active vouchers in the area. One (1) additional senior-aged building will be opening in early PY2024 - offering 113 units. They are already 100% leased prior to completion of development.

Additionally, the City supports HAJ actively pursuing additional grants from HUD to assist with developing a plan to support future affordable housing development.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

In the program year, the Housing Authority of Joliet held regular Resident Advisory Board Meetings. The Resident Advisory Board was comprised of members from each of the Public Housing Communities, representatives from the Housing Choice Voucher Program, and representatives of the Housing Authority staff. Topics addressed at these meetings ranged from broad policy topics, such as the Revitalization Plan, to quality of life issues, such as posting instructions on how to use the washer and dryer in the building. The Housing Authority of Joliet also encouraged the Public Housing Communities to develop and operate neighborhood crime watch groups to ensure the safety of residents.

The Housing Authority of Joliet administers a Family Self-Sufficiency Program designed to assist families receiving subsidies under the HCV Program. Some of the goals that program participants have identified are: completion of high school; job training; childcare assistance; transportation assistance; and homeownership.

Actions taken to provide assistance to troubled PHAs

The Housing Authority of Joliet was not classified as "troubled" by HUD and was performing satisfactorily according to HUD guidelines and standards. Therefore, no assistance was needed to improve operations of this Public Housing Authority.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's housing strategy in recent years is to provide affordable housing options in all areas of the City, including those that have a limited number of affordable housing options. This was implemented and supported through its down payment assistance program - now administered through the County of Will and the HOME Consortium.

The City serves as a Liaison on the Committee on Citizens with Disabilities. This Committee oversees and advises on accessible & affordable housing needs, and City policies that do not align with the needs of Citizens specifically facing accessibility barriers.

The City has required the inspection and rental certification of any rental property within Joliet. This includes both multi-unit and single family homes. The purpose of the program is to ensure that all rental properties are maintained in suitable condition, benefitting the overall housing and living standards. Approximately 15,000 rentals are currently on the City's Neighborhood Services inspection list - on average, about 4,000 have been expected this program year alone.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As part of the Consolidated Plan process, the City has identified a lack of capacity among subrecipients to carry out CDBG-funded activities as an obstacle to meeting underserved needs. To address this obstacle, the City will work to expand its own internal capacity, as well as provide technical assistance to new and existing organizations. This technical assistance has included pre-application workshops to local non profits, and post-application technical assistance for applicants that were not chosen for funding.

During this CAPER period, the City reached out to a number of organizations in regard to participating in the City's CDBG program. As a result, the City is working with a number of new agencies and hopes to diversify future funding rounds.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

During the CAPER period, the City of Joliet did not undertake any CDBG-funded activities to reduce the number of lead-based paint hazards in residential properties. The only housing program funded was limited to minor repairs that did not have sufficient capacity to remove lead-paint hazards. The risk of lead-based paint hazards is very high in the City of Joliet due to the number of housing units constructed prior to 1978. It is presumed that all housing units constructed before 1978 contain lead-based paint.

According to the 2010-2014 American Community Survey Five-Year Estimates - 26,100 (51.19%) housing units in the City of Joliet were constructed prior to 1980.

As part of the Will, Kendall, Grundy Counties HOME Consortium, the City of Joliet provided purchasers of pre-1978 built houses with the lead paint pamphlet, "Protect Your Family From Lead in Your Home." The City also required contractors to follow HUD's lead-based paint regulations for construction and rehabilitation projects funded through the CDBG and HOME programs. Work write-ups for projects included a section on lead-based paint testing and abatement when necessary under the current regulations.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City's anti-poverty strategy has two main components. First, the City will continue to support efforts to create economic opportunities through business attraction, retention, and supporting workforce development. These efforts are funded with non-CDBG sources. To additionally support these economic opportunities, small businesses are assisted through CDBG-funded Latino Economic Development Association and their Business Assistance Program.

The City has utilized CDBG funds to assist local non-profit agencies that help poverty-stricken families gain skills towards self-sufficiency or combat health equity - with both Public Service and Infrastructure projects such as Will Grundy Medical Clinic, Spanish Community Center, United Cerebral Palsy and Catholic Charities. The funding of capital improvement projects for non-profits assists to maintain their facilities, or bring to ADA compliance, to continue the delivery of needed services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City focused on two initiatives during the program year. First, the City provided technical assistance to new and existing non profit organizations in an effort to increase their capacity to deliver federally funded programs. Second, the City instituted a ranking methodology when reviewing CDBG applications. Both the technical assistance and the ranking methodology provided partners with a transparent application cycle. These initiatives will continue to be reviewed and improved in order to provide an equitable process.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

During this CAPER period, the City continued its participation and coordination with public, housing, and social service agencies. The Neighborhood Services Division was responsible for coordinating activities among the public and private organizations.

Neighborhood Services staff serve in leadership positions on the County Continuum of Care. The Will, Kendall, Grundy Counties Continuum of Care was the network for all social service providers in the region. This Continuum includes the housing authority, health department, and other agencies.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City and the County of Will through the Will County Consortium adopted an updated Analysis of Impediments to Fair Housing Choice. The City will continue to implement the recommendations and suggested actions outlined in the last approved update.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Joliet has adopted the HOME monitoring standards of Will County. These standards were adopted on January 19, 2016. Performance monitoring is an important component in the long-term success of the City's Programs. During the program year, the Community Development Department was responsible for ensuring that the recipients of Federal funds met the purposes of the appropriate legislation and regulations, and that funds were disbursed in a timely manner.

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Joliet placed the CAPER document on public display beginning on November 6, 2023 through December 6, 2024. A copy of the Public Notice is attached. The City of Joliet did not receive any public comments during the public comment period (PUBLIC COMMENTS, IF RECEIVED, WILL BE PLACED HERE).

The CAPER was on display at the following locations in the City of Joliet:

City of Joliet website: <u>https://www.joliet.gov/government/departments/community-development/neighborhood-services-division/hud-notices</u>

City of Joliet - City Hall Information Services 150 W. Jefferson Street Joliet, IL 60432

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

This is the fourth year of the CAPER under the PY 2020-2024 Consolidated Plan. The City of Joliet has not made any changes to the Amended Consolidated Plan and its program objectives during this reporting period.

The City has met the timeliness ratio for PY23. Based on the current rate of expenditures and the

progress of the current slate of projects, the City feels confident it will meet the timeliness ratio going forward.

The City is also subject to the primary benefit test that requires at least 70% of CDBG funds are used to benefit low to moderate income persons. The City has met this standard. Please see the attached CDBG Financial Summary Report (PR26) for more information.

The City of Joliet did not make any prior year adjustments, lump sum agreements, nor relocation payments. The City did not make any loans and it did not write off any loans during this CAPER period. None of the CDBG Funds were allocated to activities that did not meet a National Objective.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City does not have any open BEDI awards.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

| Total Labor Hours | CDBG | HOME | ESG | HOPWA | HTF |
|---------------------------------------|------|------|-----|-------|-----|
| Total Number of Activities | 0 | 0 | 0 | 0 | 0 |
| Total Labor Hours | | | | | |
| Total Section 3 Worker Hours | | | | | |
| Total Targeted Section 3 Worker Hours | | | | | |

Table 8 – Total Labor Hours

| Qualitative Efforts - Number of Activities by Program | CDBG | HOME | ESG | HOPWA | HTF |
|--|------|------|-----|-------|-----|
| Outreach efforts to generate job applicants who are Public Housing | | | | | |
| Targeted Workers | | | | | |
| Outreach efforts to generate job applicants who are Other Funding | | | | | |
| Targeted Workers. | | | | | |
| Direct, on-the job training (including apprenticeships). | | | | | |
| Indirect training such as arranging for, contracting for, or paying tuition for, off-site training. | | | | | |
| Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching). | | | | | |
| Outreach efforts to identify and secure bids from Section 3 business concerns. | | | | | |
| Technical assistance to help Section 3 business concerns understand and bid on contracts. | | | | | |
| Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns. | | | | | |
| Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job | | | | | |
| opportunities, connecting residents to job placement services. | | | | | |
| Held one or more job fairs. | | | | | |
| Provided or connected residents with supportive services that can provide direct services or referrals. | | | | | |
| Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation. | | | | | |
| Assisted residents with finding child care. | | | | | |
| Assisted residents to apply for, or attend community college or a four year educational institution. | | | | | |
| Assisted residents to apply for, or attend vocational/technical training. | | | | | |
| Assisted residents to obtain financial literacy training and/or coaching. | | | | | |
| Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns. | | | | | |
| Provided or connected residents with training on computer use or online technologies. | | | | | |
| Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses. | | | | | |
| Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and | | | | | |
| Opportunity Act. | | | | | |

| Other. | | | | | |
|---|--|--|--|--|--|
| Table 9 – Qualitative Efforts - Number of Activities by Program | | | | | |

Narrative



Community Development Block Grant (CDBG)

Program Year 2023 CAPER Review

Consolidated Annual Performance and Evaluation Report

October 1, 2023 - September 31, 2024



PY2023 CAPER - Background



Each Program Year (PY) operates October 1 - September 30

-Begins with Annual Action Plan: Summary of Resources, Activities and Actions to outline allocated funding. Identifies Goals and Objectives (Priority Needs) to certify consistency with Consolidated Plan.

-Concludes with CAPER Report: This report is used to evaluate federally funded activities and document accomplishments to both HUD and the local community



PY2023 CAPER - Background

MUST BE HUD ELIGIBLE AND MEET A NATIONAL OBJECTIVE:

- Benefit low/moderate income persons or area
- Meet an urgent need
- Aid in the prevention or elimination of slum/blight

ACTIVITIES APPROVED FOR FUNDING:

- 3 Public Services (15% cap allowed)
- 4 Public Facilities
- 1 Set Aside/Infrastructure
- 1 Microenterprise
- Administration (20% cap allowed)

CITY OF JOLIET HUD PY23 ALLOCATION: <u>\$899,018</u>



PUBLIC SERVICE PROJECT ALLOCATIONS

| ORGANIZATION | PROJECT | ALLOC | CATION |
|------------------------|----------------------------------|-------|------------|
| CASA of River Valley | Attorney Guardian Ad Litem | \$ | 24,852.70 |
| Joliet Fire Department | Street Outreach Social Worker | | 100,000.00 |
| Senior Snow Removal | Snow Removal Services | | 10,000.00 |
| | | | |
| | | \$ | 134,852.70 |
| | | | (15%) |

| | 7 | | | | |
|---------------|--------|--------|--------|--------|--------|
| Income Limit | 1 | 2 | 3 | 4 | 5 |
| Extremely Low | | | | | |
| 30% AMI | 23,600 | 26,950 | 30,300 | 33,650 | 36,350 |
| Low | | | | | |
| 50% | 39,250 | 44,850 | 50,450 | 56,050 | 60,550 |
| Moderate | | | | | |
| 80% | 62,800 | 71,800 | 80,750 | 89,700 | 96,900 |

Services Provided to LMI - Low to Moderate Income Residents/Households



PUBLIC SERVICE ACTIVITIES OVERVIEW

CASA of River Valley

\$24,866.00 COMPLETED

Attorney Guardian Ad Litem Project: Providing Child advocacy services to abused/neglected children with families involved in active legal or criminal cases.

Assisted: 181 LMI & Presumed Benefit Residents Clients



Street Outreach Social Worker

> \$42,424.68 OPEN

Housing Counseling Project: Providing HUD approved counseling, pre-purchase, and foreclosure prevention services.

Assisted to date:1,283 LMI Residents



Senior Snow Removal

\$30,875.00 OPEN

Snow Removal Project: Prior year funds were combined with PY23 allocation. Providing increased accessibility and safety of senior aged & disabled residents throughout the winter season with snow removal services.

Assisted: 333 LMI & Presumed Benefit Residents



*This activity had funding remaining from prior years, resulting in a higher budget than what was allocated for in PY23



PUBLIC FACILITY PROJECT ALLOCATIONS

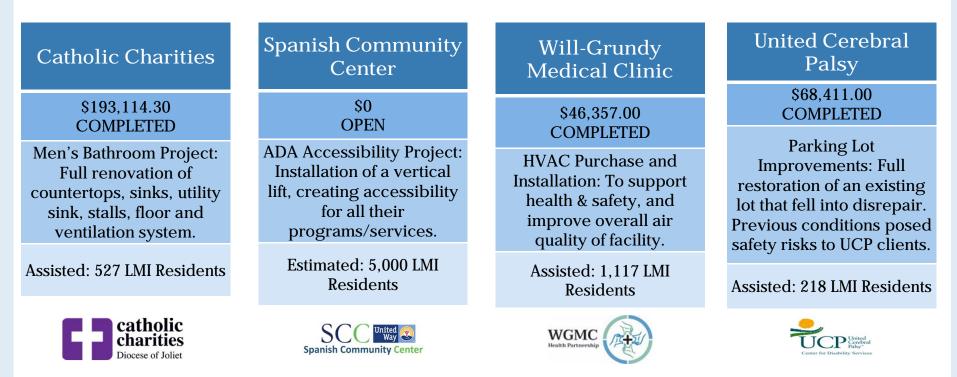
| ORGANIZATION | PROJECT | REQUE | ESTED |
|----------------------------|-----------------------------|-------|------------|
| Catholic Charities | Men's Dorm Bathrooms | \$ | 195,000.00 |
| Spanish Community Center | ADA Accessibility | | 63,160.00 |
| Will-Grundy Medical Clinic | HVAC/Remodel | | 52,000.00 |
| United Cerebral Palsy | Parking Lot Improvements | | 70,000.00 |
| Set Aside/Infrastructure | TBD | | 129,005.30 |
| | | \$ | 509,165.30 |



Each facility falls within CDBG area or serves qualifying population



PUBLIC FACILITY ACTIVITIES OVERVIEW



<u>3 PROJECTS WERE COMPLETED UNDER BUDGET - \$9,117.70 WILL BE REPROGRAMMMED TO FUTURE PROJECTS</u>



MICROENTERPRISE, INFRASTRUCTURE & ADMIN ACTIVITIES

Latino Economic Development Assoc.

\$33,757.21 OPEN

Business Assistance Project -Providing technical assistance in both English and Spanish to local entrepreneurs / microenterprise business owners.

Assisted to Date: 113 LMI Residents



Infrastructure

\$650,152.00 COMPLETED

Prior year funds and reprogrammed dollars were combined with PY23 Set Aside to complete the Bicentennial Bluffs sewer and water repairs.

Assisted: 3,630 LMA Residents



*This activity had funding remaining from prior years, resulting in a higher budget than what was allocated for in PY23

City of Joliet

\$0 - Still expending admin funds from previous year OPEN

Administration - Activity delivery costs / Program administration costs for planning, general management, oversight, coordination and implementation of CDBG.





NOTABLE SUCCESSES

• This was the fourth year of the five-year Consolidated Plan. The City continues to make progress on all prioritized objectives.

 Fourteen (14) CDBG funded projects completed during PY23, including 5 current and 9 outstanding from previous years. This also included 2 long awaited infrastructure projects (Parks Roadway and Bicentennial Bluffs).

 Strides towards Increasing Economic Opportunities: 113 businesses assisted through LEDA in 1st five months of data reported.

Met the required timeliness test for the first time in 3 years, while expending set-to-expire funds as far back as 2016. \$2,275,882.81 Spent and Reimbursed by HUD



NOTABLE SUCCESSES (BENEFICIARY DATA)

CDBG and CDBG-CV Sum of Actual Accomplishments by Activity Group and Accomplishment Type

| Activity Group | Matrix Code | Accomplishment Type | | Program Year |
|-----------------------|---|---------------------|---------------------------|--------------|
| Activity Group | | Accompnishment Type | Open Count Completed Cour | it Totals |
| Economic Development | Micro-Enterprise Assistance (18C) | Persons | 0 7 | 5 75 |
| | | Business | 113 | 0 113 |
| | Total Economic Development | | 113 7 | 5 188 |
| Housing | Rehab; Single-Unit Residential (14A) | Housing Units | 0 | 8 8 |
| | Total Housing | | 0 | 8 8 |
| Public Facilities and | Facility for Persons with Disabilities (03B) | Public Facilities | 0 1,35 | 2 1,352 |
| Improvements | Neighborhood Facilities (03E) | Public Facilities | 0 24,12 | 2 24,122 |
| | Water/Sewer Improvements (03J) | Persons | 0 3,63 | |
| | Street Improvements (03K) | Persons | 0 2,52 | 0 2,520 |
| | Health Facilities (03P) | Public Facilities | 0 1,11 | 7 1,117 |
| | Facilities for AIDS Patients (not operating costs) (03S) | Public Facilities | 0 | 0 0 |
| | Total Public Facilities and Improvements | | 0 32,74 | 1 32,741 |
| Public Services | Senior Services (05A) | Persons | 606 | 0 606 |
| | Youth Services (05D) | Persons | 0 1,19 | 4 1,194 |
| | Mental Health Services (050) | Persons | 3,496 | 0 3,496 |
| | Other Public Services Not Listed in 05A-05Y, 03T (05Z) | Persons | 1,283 | 0 1,283 |
| | Total Public Services | | 5,385 1,19 | 4 6,579 |
| Grand Total | | | 5,498 34,01 | |



NOTABLE SUCCESSES (BENEFICIARY DATA)

CDBG and CDBG-CV Beneficiaries by Racial / Ethnic Category

| Housing-Non Housing | Race | Total Persons | Total Hispanic Persons | Total Households | Total Hispanic Households |
|---------------------|---|----------------------|-------------------------------|-------------------------|---------------------------|
| Housing | White | 0 | 0 | 4 | 1 |
| | Black/African American | 0 | 0 | 2 | 0 |
| | Total Housing | 0 | 0 | 6 | 1 |
| Non Housing | White | 6,079 | 2,893 | 0 | 0 |
| | Black/African American | 3,817 | 180 | 0 | 0 |
| | Asian | 147 | 0 | 0 | 0 |
| | American Indian/Alaskan Native | 23 | 6 | 0 | 0 |
| | Native Hawaiian/Other Pacific Islander | 7 | 0 | 0 | 0 |
| | Asian & White | 1 | 0 | 0 | 0 |
| | Black/African American & White | 59 | 8 | 0 | 0 |
| | Amer. Indian/Alaskan Native & Black/African Amer. | 3 | 0 | 0 | 0 |
| | Other multi-racial | 4,052 | 524 | 0 | 0 |
| | Total Non Housing | 14,188 | 3,611 | 0 | 0 |
| Grand Total | White | 6,079 | 2,893 | 4 | 1 |
| | Black/African American | 3,817 | 180 | 2 | 0 |
| | Asian | 147 | 0 | 0 | 0 |
| | American Indian/Alaskan Native | 23 | 6 | 0 | 0 |
| | Native Hawaiian/Other Pacific Islander | 7 | 0 | 0 | 0 |
| | Asian & White | 1 | 0 | 0 | 0 |
| | Black/African American & White | 59 | 8 | 0 | 0 |
| | Amer. Indian/Alaskan Native & Black/African Amer. | 3 | 0 | 0 | 0 |
| | Other multi-racial | 4,052 | 524 | 0 | 0 |
| | Total Grand Total | 14,188 | 3,611 | 6 | 1 |



NOTABLE SUCCESSES (BENEFICIARY DATA)

CDBG and CDBG-CV Beneficiaries by Income Category (Click here to view activities)

| | Income Levels | Owner Occupied | Renter Occupied | Persons |
|-------------|-----------------------|----------------|-----------------|---------|
| Housing | Extremely Low (<=30%) | 0 | 0 | 0 |
| | Low (>30% and <=50%) | 4 | 0 | 0 |
| | Mod (>50% and <=80%) | 0 | 0 | 0 |
| | Total Low-Mod | 4 | 0 | 0 |
| | Non Low-Mod (>80%) | 0 | 0 | 0 |
| | Total Beneficiaries | 4 | 0 | 0 |
| Non Housing | Extremely Low (<=30%) | 0 | 0 | 7,989 |
| | Low (>30% and <=50%) | 0 | 0 | 2,551 |
| | Mod (>50% and <=80%) | 0 | 0 | 3,153 |
| | Total Low-Mod | 0 | 0 | 13,693 |
| | Non Low-Mod (>80%) | 0 | 0 | 138 |
| | Total Beneficiaries | 0 | 0 | 13,831 |



ANTICIPATED TIMELINE

HUD SUBMISSION

| <u>Nov 19th:</u> City Council Presentation of Drafted Report | Nov 20 - <u>Dec 5:</u> Public Notice and Posting of CAPER for 15 Day Public Comment | <u>Dec 3:</u> Public Hearing | <u>Dec 6:</u> Submit Final Draft to HUD for Approval |
|---|---|---------------------------------|---|
|---|---|---------------------------------|---|