

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Budget Amendment: HOME American Rescue Plan (HOME-ARP) Allocation	
FROM: Thanena Wilson, Director Community Development & Housing	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Budget Ordinance Amendment HOME-ARP Grant Agreement	

PURPOSE: As a HOME Participating Jurisdiction (PJ) the City of High Point receives an annual allocation of HOME funds through the U.S. Department of Housing and Urban Development (HUD). Therefore, we have been awarded \$1,988,359 in HOME-ARP funding. Staff has submitted the required HOME-ARP Allocation Plan, and the grant agreement has been executed.

BACKGROUND: To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARP funds to be administered through the HOME Program to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units.

BUDGET IMPACT: A budget ordinance amendment appropriating the federal grant award is included with this item.

RECOMMENDATION/ACTION REQUESTED: The Community Development and Housing Department recommends that Council accepts the grant award, approves the budget ordinance, and authorizes that the appropriate City official and/or employee execute all necessary documents.



"AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE HOME-ARP GRANT

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates \$1,988,359 in federal grant funds from the Department of Housing and Urban Development (HUD) to primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations in High Point.

Section 2. The 2024-2025 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Community Development Fund revenues be amended as follows:

Federal Grants – U.S. Department of HUD	\$1,988,359
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(B) That the following Community Development Fund expenditures be amended as follows:

HOME-ARP Program	\$1,988,359
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 16th day of September 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

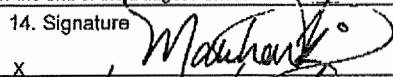

1. Grantee Name and Address High Point 211 S Hamilton St High Point, NC 27260-5232			2. Grant Number (Federal Award Identification Number (FAIN)) ██████████	
			3a. Tax Identification Number ██████████	3b. Unique Entity Identifier (formerly DUNS) ██████████
			4. Appropriation Number ██████████	
6. Previous Obligation (Enter "0" for initial FY allocation)				\$0
a. Formula Funds				\$
7. Current Transaction (+ or -)				\$1,988,359.00
a. Administrative and Planning Funds Available on Federal Award Date			\$99,417.95	
b. Balance of Administrative and Planning Funds			\$198,835.90	
c. Balance of Formula Funds			\$1,680,105.15	
8. Revised Obligation				\$
a. Formula Funds				\$
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached			10. Federal Award Date (HUD Official's Signature Date) 09/20/2021	
11. Indirect Cost Rate*			12. Period of Performance 09/20/2021 - 09/30/2030	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.	
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—	—%			

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Matthew T. King, CPD Director		14. Signature 	15. Date 09/22/2021
16. For the Grantee (Name and Title of Authorized Official)		17. Signature 	18. Date 10/15/21

19. Check one: Initial Agreement Amendment #

20. Funding Information: HOME ARP
Source of Funds Appropriation Code PAS Code Amount
██████████ ██████████ ██████████ \$1,988,359.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions