

Installation ordered to be closed in whole or in part located in:	Send application to:	Map reference
Illinois, Indiana except Clark, Floyd, and Jefferson Counties, Michigan, Minnesota, Wisconsin.	U.S. Army Engineer District, 219 South Dearborn St., Chicago, Ill. 60604.	
Colorado, Iowa, Nebraska, North Dakota, South Dakota, Wyoming.	U.S. Army Engineer District, 6012 USPO and Courthouse, 215 North 17th St., Omaha, Nebr. 68102.	10
Kansas, Missouri	U.S. Army Engineer District, 700 Federal Office Bldg., 601 East 12th St., Kansas City, Mo. 64106.	11
Arkansas, Louisiana, Oklahoma, Texas, east of and including Hardeman, Foard, Knox, Haskell, Jones, Taylor, Runnels, Concho, Menard, Kimble, Val Verde, Kinney, Maverick, Witt, Zapata, Starr, Hidalgo and Cameron Counties.	U.S. Army Engineer District, Post Office Box 17300, Fort Worth, Tex. 76102.	12
New Mexico, Texas, west of and including Lipscomb, Hemphill, Wheeler, Collingsworth, Childress, Cottle, King, Stonewall, Fisher, Nolan, Coke, Tom Greene, Schleicher, Sutton, and Terrell Counties.	U.S. Army Engineer District, Post Office Box 1580, Albuquerque, N. Mex. 87103.	13
California, south of and including San Luis Obispo, Kern, and Inyo Counties, Arizona, Nevada, Clark, and Lincoln Counties only.	U.S. Army Engineer District, Post Office Box 2711, Los Angeles, Calif. 90053.	14
California, north of and including Monterey, Kings, Tulare, and Mono Counties, Nevada, except Clark and Lincoln Counties, Utah.	U.S. Army Engineer District, 650 Capitol Mall, Sacramento, Calif. 95814.	15
Idaho, Montana, Oregon, Washington	U.S. Army Engineer District, 1519 Alaskan Way, South, Seattle, Wash. 98134.	16
Alaska	U.S. Army Engineer District, Post Office Box 7002, Anchorage, Alaska 99501.	None
Hawaii	U.S. Army Engineer District, Fort Armstrong, Honolulu, Hawaii 96813.	None

Filed as part of original document.

APPENDIX A TO PART 239—AGREEMENT, HOMEOWNERS ASSISTANCE PROGRAM AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE AND THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ARTICLE I—INTRODUCTION

SECTION 1. Section 1013 of the Demonstration Cities and Metropolitan Development Act of 1966 (Pub. L. 89-754, enacted Nov. 3, 1966) authorizes the Secretary of Defense to provide assistance to owners of one- or two-family dwellings located at or near military installations, ordered to be closed in whole or in part subsequent to November 1, 1964, when certain determinations have been made with respect to eligibility. In certain instances this assistance may be rendered by acquiring title to the properties of such owners under terms and conditions prescribed by the statute.

SEC. 2. Section 1013(d) of the Act provides a fund for the purpose of this program, which has been established as the Homeowners Assistance Fund, Defense. Section 1013(g) authorizes the Secretary of Defense to enter into agreement with the Secretary of Housing and Urban Development with respect to administration of the program. This agreement is executed on behalf of the Secretary of Defense by the Assistant Secretary of Defense (Installations and Logistics) pursuant

to delegation of authority contained in DoD Directive 5100.54, dated December 29, 1967 (33 FR 2570) and by the Secretary of Housing and Urban Development.

SEC. 3. For the purposes of this agreement, the following definitions shall apply:

(a) *Act* means section 1013 of the Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, enacted November 3, 1966.

(b) *Secretary of Defense* means the Secretary of Defense or an officer or employee of the Department of Defense empowered to exercise any of the functions of the Secretary of Defense under the Act.

(c) *DoD* means the Department of Defense.

(d) *Secretary, HUD* or *HUD* means the Secretary of Housing and Urban Development or an officer or employee of the Department of Housing and Urban Development empowered to exercise any of the functions of the Secretary of Housing and Urban Development under the Act.

(e) *Corps* means the Office of the Chief of Engineers, Department of the Army.

(f) *Division/District Engineer* means either the Division Engineer of the Corps or the District Engineer of the Corps, as applicable under the circumstances, having military jurisdiction in the area in which the property is located.

(g) *FHA* means the Federal Housing Administration.

(h) *Assistant Commissioner-Comptroller* means the Assistant Commissioner-Comptroller of the Federal Housing Administration.

(i) *FHA Insuring Office* means the local insuring office of FHA having jurisdiction over the area where the property is located.

(j) *Fund* means the Homeowners Assistance Fund, Defense, established pursuant to the authority contained in section 1013(d) of the Act.

(k) *Acquired property* means property acquired pursuant to the Act.

ARTICLE II—POLICY AND OBJECTIVE

SECTION 1. As more fully set forth below, Secretary, HUD will accept custody, subject to funds made available by DoD, of property acquired pursuant to the Act and maintain, manage, and dispose of such properties on behalf of the Secretary of Defense. In the event the Fund no longer has any monies available, the Secretary, HUD may terminate this Agreement and DoD shall in that event assume custody and responsibility for all properties accepted, and mortgage payment liabilities assumed, by HUD pursuant to this agreement. It is the agreed objective that acquired properties will be held, managed and disposed of in such a way as to:

(a) Avoid further depression of local real estate market conditions in areas where the housing market is depressed, and

(b) Consistent with item (a) above and with the desirability of disposing of the properties as rapidly as feasible, seek to obtain the best possible financial return to the Fund. During the period properties are held by FHA, and when it is feasible and in the best interest of the Government, consistent with HUD/FHA policy as to Secretary, HUD-owned property in the areas acquired in the course of FHA mortgage insurance operations, properties will be rented to third parties at rates generally obtainable for comparable properties in the area.

SEC. 2. The Secretary of Defense and the Secretary, HUD will expedite action in all offices and at all levels of their organizations relative to matters that are the subject of this agreement, and each will use all available means to assure that the purposes of the Act are accomplished in accordance with the spirit and intent of the Act.

ARTICLE III—ACQUISITION AND ASSUMPTION OF CUSTODY

SECTION 1. As to properties acquired by the Corps under this Act, acquisition will be accomplished by the Division/District Engineer, who will negotiate with the owner as to terms, will effect the closing, and will pay to the property owner such sums as may be due to him. The Division/District Engineer will obtain a merchantable title to the property

which meets the title requirements of the Attorney General of the United States.

SEC. 2. HUD/FHA, on behalf of the Fund, will assume custody of properties acquired as of the date that title in the property vests in the United States, for the purpose of holding, managing, renovating, renting, and disposing of said properties. The District/Division Engineer will file the deed for record promptly upon title vesting in the United States, and on the same date will notify the FHA insuring office of the acquisition, using FHA Form 1174,¹ Notice of Military Acquisition, copy attached hereto and made a part hereof, and will on the same date forward the keys to the property and any other data concerning the property which is requested by FHA to the FHA insuring office. The original and two copies of FHA Form 1174, completely executed, will be forwarded to the FHA insuring office for each property acquired. The FHA insuring office will assign an FHA identification number to the property, insert this identification number on one copy of Form 1174 and promptly return this copy to the Division/District Engineer.

SEC. 3. Properties acquired pursuant to the Act shall be conveyed to, and acquired in the name of, the United States. Title to the properties shall be of sufficient quality and standard as to be readily merchantable in the locality. Encumbrances that do not affect the merchantability of the properties, such as easements for roads and utilities will not be required to be cleared from the title. In the event HUD/FHA determines that there is any encumbrance to title which, under local custom and legal procedures of the situs of the property, would preclude or diminish HUD/FHA's ability to dispose of the property, it is agreed that HUD/FHA may remove the encumbrance and that the costs of such removal will be borne by the Fund. In those instances where a defect in title is discovered, the Fund will be responsible for the cost of curing said defect.

SEC. 4. As a prerequisite to acquisition of the property, the Division/District Engineer will procure adequate title evidence covering the property and will have the title evidence continued through the date and time of recording the deed to the United States. When the opinion of the Attorney General approving the title has been received, the Division/District Engineer will transmit same by FHA Form 1175,¹ Transmittal of Recorded Deed and Title Assembly, copy attached hereto and made a part hereof, together with the recorded deed and other muniments of title, to the FHA Assistant Commissioner-Comptroller at his offices in Washington, D.C.

SEC. 5. Where title to a property is acquired subject to the existing mortgage, the

¹ Filed as part of original document.

Government will assume and agree to pay said mortgage in accordance with the terms of the mortgage. The mortgage will not be prepaid unless HUD/FHA determines that prepayment is mandatory to enable HUD/FHA to effectively manage and dispose of the property.

SEC. 6. Any mortgage, other than a first mortgage, which is assumed by the Government pursuant to the Act, will be paid off as a part of the closing of the purchase transaction. All mortgage arrears existing with respect to the first mortgage will be brought current at the time of the property acquisition. If HUD/FHA ascertains that mortgage arrears have not been brought current, HUD/FHA is authorized to make the necessary payment to restore the mortgage account to a current condition and the Fund will bear the costs of same.

SEC. 7. Possession of acquired properties will normally be obtained at the time title is vested in the United States and at the time FHA Form 1174 is forwarded to HUD/FHA. Properties will be delivered vacant to FHA, except in the following circumstances:

(a) HUD/FHA will accept custody of a property occupied under a lease which cannot be terminated and has an unexpired portion of less than 1 year provided all payments due under the lease are current, and provided, further, that the lessee will waive any right to exclusive extension of the lease, other than month-to-month occupancy.

(b) Owners or tenants, on a month-to-month basis, of acquired properties may be permitted a 30-day period following acquisition of title in the name of the United States to vacate the property.

(c) Upon agreement with the Director of the FHA insuring office, HUD/FHA will accept custody of properties occupied under leases in excess of a year's duration.

SEC. 8. In cases where properties are acquired subject to existing leases, the leases must be assigned and transferred to the United States. Such leases will be delivered to the FHA insuring office with FHA Form 1174. All costs of eviction incurred by HUD/FHA will be reimbursed by the Fund. Except in cases involving a lease in which the unexpired portion is less than 1 year, no agreement shall be entered into with owners or occupants of properties to be acquired concerning their continued occupancy in the property without prior written approval of the Director of the FHA insuring office and the tenure of any occupancy will be entirely at the option of the FHA insuring office.

SEC. 9. The Government will normally be a self-insurer of acquired properties and hazard insurance will be cancelled by HUD/FHA as soon as possible after passing of title. Any unearned premium will be the property of the former owner who will be responsible for claiming same from the insurer. The Department of Defense understands that the deci-

sion as to whether or not hazard insurance must be carried is that of the mortgagee and HUD/FHA must abide by the requirements of the mortgagee. In the event the mortgagee, pursuant to the terms of the mortgage, requires that hazard insurance be carried, HUD/FHA will obtain a hazard insurance policy on the property in an amount sufficient to comply with the mortgage. In the event hazard insurance is obtained, HUD/FHA will pay for such insurance and will be reimbursed from the Fund.

ARTICLE IV—MAINTENANCE, MANAGEMENT AND DISPOSAL

SECTION 1. To the extent not inconsistent with the provisions of this Agreement, HUD/FHA will maintain, manage, renovate, rent, sell, and dispose of the acquired properties in the same manner and under the same procedures as are used by HUD/FHA for properties acquired pursuant to FHA insurance contracts. HUD/FHA will give neither advantage nor disadvantage insofar as sale or other activity is concerned to properties acquired pursuant to this Agreement. HUD/FHA will treat such properties in the same manner as properties acquired pursuant to FHA insurance contracts. HUD/FHA is hereby authorized to repair, renovate, restore, or take any protective maintenance deemed necessary by HUD/FHA insofar as any property covered by this Agreement is concerned. The terms of rental, sale for cash or credit or by assumption of the existing mortgage, or by other means of disposal of any property covered by this Agreement which is contracted for or otherwise entered into by FHA shall be final.

SEC. 2. While any acquired property is under HUD/FHA's custody, payments in lieu of taxes will be made by the FHA Assistant Commissioner-Comptroller to local taxing authorities in amounts equivalent to the taxes which would be payable were the properties in private hands, except when the Government is making expenditures for streets, utilities or other public services. In such cases, the Division/District Engineer will advise the FHA Assistant Commissioner-Comptroller of such expenditures and specify what allowances are to be deducted. It shall be the responsibility of the Division/District Engineer to advise the FHA Assistant Commissioner-Comptroller in such cases sufficiently prior to the time that the Assistant Commissioner-Comptroller makes payment of any tax bill received by FHA on acquired properties. In the event that such notice is not received from the Division/District Engineer by such time, the Assistant Commissioner-Comptroller may pay the amount of the net tax bill without penalties.

SEC. 3. This agreement contemplates that disposal of the properties will be accomplished by the financing arrangements available to HUD/FHA and beneficial to DoD. The

following financial arrangements will generally be used and FHA will be guided by the same considerations that govern FHA sales of its properties:

1. Sale of the property for cash or through the use of a conventional uninsured mortgage.

2. Sale of the property providing for assumption of the existing mortgage indebtedness by the buyer or sale of the property subject to the existing mortgage indebtedness.

3. Sale of the property by use of FHA's insured private financing program or FHA's instant FNMA closing program if available.

4. Sale of the property by use of a purchase money mortgage taken by the Secretary, Department of Housing and Urban Development. In those cases where an existing mortgage is assumed and the assumptor subsequently defaults, the Fund will be responsible for all costs, expenses or losses sustained by HUD/FHA in satisfying the Government's liability on the mortgage. In the event it is advantageous to the Government to sell by assumption and the sales price is less than the outstanding mortgage balance, the Fund shall be responsible for the money which is required to reduce the outstanding principal balance of the mortgage. When, in order to facilitate the sale of acquired properties, FHA insures the mortgage, the Fund will be responsible for all expenses incurred by FHA on the first sale, including losses in connection therewith, as computed by the FHA Assistant Commissioner-Comptroller.

ARTICLE V—FINANCING, ACCOUNTING, AND REPORTING

SECTION 1. The Corps will furnish to HUD/FHA by June 1 of each year an estimate of the number of housing units expected to be acquired and transferred to HUD/FHA during the succeeding fiscal year and those during the following budget year. The estimates will show the number of housing units, FHA insuring office jurisdiction, estimated average monthly principal and interest payments and expected quarterly phasing of transfer to FHA.

On August 1 of each year HUD/FHA will submit a budget estimate to the Corps setting forth the estimated financial requirements for the activities that FHA is to perform for the Secretary of Defense pursuant to the terms of this agreement covering the then current fiscal year and the following budget year. The estimate, in terms of obligations/expenditures, should be by FHA insuring office jurisdiction and in the same cost categories as maintained in the automatic tape record as set forth in Article V, section 2, for each acquired property and as included in the monthly reimbursement request set forth in Article V, section 3, for all other expenses. On May 1 of each year FHA will furnish to the Corps in the same format as the August 1 statement an updated esti-

mate of obligations/expenditures then estimated to be incurred in the succeeding fiscal year.

Based on the estimated financial requirements, in consonance with budgetary and appropriation actions, the Corps will issue to FHA on July 1 of each year a reimbursable order including an obligation/expenditure limitation as to the amount which the FHA may, on a net basis, obligate/expend in anticipation of reimbursement from the Fund for that fiscal year. FHA will promptly advise the Corps whenever it determines that the performance of its responsibility under this Agreement requires any adjustment, together with an estimate and explanation of the changes needed so as to permit the continued effective operation of the program as contemplated under this agreement. The Corps of Engineers will arrange to provide for the necessary adjustment within its authority. Where this is unfeasible the Corps of Engineers will submit the requirement promptly to the Secretary of Defense. The Secretary of Defense will either provide the additional resources required or will directly advise FHA as to the course of action necessary to be taken pending the availability of additional resources.

SEC. 2. The FHA will maintain in its automated tape records an account for each acquired property. The account will separately identify each of the following:

(a) The FHA identification number, which will be assigned by the FHA insuring office. The Corps will be advised of the FHA identification number on the copy of the FHA Form 1174 returned to the Corps per Article III, section 2.

(b) Property address, entered by the Corps on the FHA Form 1174 within the space allotted in ADP records.

(c) Outstanding mortgage balance at acquisition.

(d) Property acquired. Contra to (c) above, this will be established in the same amount and will offset the outstanding mortgage balance. In the event a property is sold with the purchaser assuming the mortgage or with FHA taking a purchase money mortgage the outstanding balance assumed by the purchaser or the amount of the purchase money mortgage accepted will be recorded as a reduction of the amount originally established.

(e) Principal payments including prepayments of the entire balance when necessary by FHA on the mortgage.

(f) Interest payments by FHA on the mortgage.

(g) Payments in lieu of taxes and insurance payments by FHA. The Corps will notify FHA on the FHA Form 1174 of Escrow Accounts retained by the mortgagee.

(h) Maintenance and operating expenses paid by FHA including any special payments for evictions and removal of title impediments. Direct expense transactions of \$100 or

more will be a direct charge to the affected property account. All other expenses, generally derived from net settlements with brokers, made pursuant to FHA 2570 Accounting Manual for Acquired Properties, as may be amended from time to time, will be prorated monthly to all home properties in FHA's inventory, including those acquired pursuant to this agreement. Net settlement means expenses paid by brokers less rental collections.

(i) Sales expenses paid by FHA which will be for sales, closing costs, and discount on notes.

(j) Net FHA incurred expense, which will be the net total of amounts recorded in items (e) through (j) of this section.

(k) Gross Sales Price agreed to by FHA. This is not the same as cash proceeds which will be reported separately by FHA.

(l) Net Expense or Collection on Sold Properties, which will be the gross sales price less adjustments to item (d) of this section less item (j) of this section.

(m) A Corps' furnished base identification and homeowner classification code consisting of 7 digits (2 digits for State code and 4 digits for installation number plus the number "2" for civilian or the number "1" for military homeowner).

SEC. 3. FHA will furnish to the Corps the following reports:

(a) Monthly, no later than 30 working days after the end of each calendar month the FHA Form 1131, "Acquired Home Property, Maintenance Phase Trial Balance," showing separate totals to date for items (c) through (l) of Article V, section 2, for each FHA identification number.

(b) Monthly, no later than 30 working days after the end of each calendar month a statement supporting an SF 1080 billing setting forth the following:

(1) Net change in FHA expenses for acquired properties as reported on the current and prior month, Article V, section 3, item (a) reports, separately for "on hand" and for "sold" properties.

(2) Sales proceeds, which will be detailed by the gross sales price agreed to by FHA less amount of mortgages assumed by buyers less purchase money mortgages accepted by FHA.

(3) Principal and interest collections separately on purchase money mortgages.

(4) FHA insuring office expenses directly related to this agreement, developed on basis of reports received in accordance with FHA Manual, Field Expense and Performance Handbook, as may be amended from time to time. This item will be supported by a schedule showing total expenses incurred by each FHA insuring office.

(5) FHA Headquarters expenses directly related to this agreement developed on basis of reports received in accordance with FHA Manual, Departmental Expenses and Per-

formance Handbook, as may be amended from time to time.

(6) HUD departmental level expenses directly related to this program which will include Automatic Data Processing (ADP) services, printing and some other minor expenses, which in the judgment of FHA are appropriately chargeable under this Agreement. ADP services will include the cost of magnetic tapes furnished the Corps under Article V, section 3, item (c) and Article V, section 4, and personal service costs.

Personal service costs included in items (4), (5), and (6) will be limited to those directly related to this program on the basis of time worked and will consist of salary cost plus FICA and the Government contribution for health benefits, life insurance, and retirement funds. An additional 15.9 percent of this total will be added to cover the cost of earned annual leave, sick leave taken, and holiday leave.

(7) Amount due FHA from the Fund or amount due the Fund from FHA.

(c) Quarterly, not later than 30 working days after the end of each calendar quarter a duplicate of the FHA automated tape record for all acquired properties.

SEC. 4. Whenever FHA determines that they do not plan to offer properties for sale within 12 months after acquisition, the FHA will so advise the Secretary of Defense, with the expected prospects for such disposition. The Secretary of Defense will consult with the FHA on alternative means of disposal in such cases where such alternatives are considered feasible.

SEC. 5. FHA will not drop closed cases for properties acquired pursuant to the Act from the automated tape records except by special agreement with the Corps, at which time a duplicate of FHA's automated tape record of such cases will be furnished to the Corps.

SEC. 6. It is agreed and understood that, in performing the accounting and reporting operations set out herein, FHA will accomplish the objectives using its existing automated data processing routines and programs, and that no special programming or detailed printouts will be required from FHA.

SEC. 7. The Corps, within 6 working days after receipt of a monthly statement indicating an amount due FHA, will reimburse FHA by check for the amount shown on the statement. The check will be made payable to the Federal Housing Administration and will be forwarded to the FHA Assistant Commissioner-Comptroller.

SEC. 8. In those instances where the statement indicates an amount due the Fund, a check payable to the Homeowners Assistance Fund, Defense, for such amount will accompany the monthly statement submitted to the Corps by FHA.

SEC. 9. The following FHA issuances and changes thereto will be furnished to the Corps:

Office of the Secretary of Defense

§ 240.3

(a) FHA 2750, Accounting Manual for Acquired Properties;

(b) FHA Manual, Field Expense and Performance Handbook;

(c) FHA Manual, Departmental Expense and Performance Handbook.

SEC. 10. FHA will maintain a separate document file for each acquired property. The file will contain at least the FHA Form 1174 and FHA Form 1175 and attachments thereto.

ARTICLE VI—FINALITY OF ACTION

SECTION 1. This agreement embodies the full understanding of the Department of Defense and the Department of Housing and Urban Development concerning their responsibilities and it is understood that all decisions made and all actions taken by HUD/FHA within the terms of this agreement with respect to all aspects of clearing impediments of title, prepayment of mortgages, eviction of occupants, prepayment of hazard insurance coverage premiums, and all other matters relating to the maintenance, management, renovation, rental, sale, or other disposal of properties and the selection and use of brokers shall be final and conclusive as fully as if made or taken by the Secretary of Defense.

ARTICLE VII—DELEGATION OF AUTHORITY

SECTION 1. The Secretary of Housing and Urban Development is hereby authorized, with respect to acquired properties, to acquire title to, hold, manage, sell for cash or credit by taking a purchase money mortgage in the name of the Secretary of Housing and Urban Development, and, in connection therewith, to execute deeds of conveyance and all other instruments necessary to fulfill the purposes of section 1013 of the Demonstration Cities and Metropolitan Development Act of 1966 (Pub. L. 89-754, enacted Nov. 3, 1966), to issue rules and regulations and to make any or all determinations and to take any or all further actions in connection with acquired properties which the Secretary of Defense is authorized to undertake pursuant to the provisions of the Act. The Secretary of Housing and Urban Development is further authorized to redelegate any of the functions, powers and duties delegated herein to officers and employees of HUD and to authorize successive redelegations.

[34 FR 18031, Nov. 7, 1969]

PART 240—CRITERIA AND PROCEDURES FOR PROVIDING ASSISTANCE TO LOCAL EDUCATIONAL AGENCIES

Sec.

240.1 Purpose.

240.2 Applicability and scope.

240.3 Definitions.

240.4 Policy.

240.5 Responsibilities.

240.6 Procedures.

APPENDIX A TO PART 240—SAMPLE LETTER OF APPLICATION FOR FINANCIAL ASSISTANCE

AUTHORITY: Department of Defense Appropriations Act, 1991, Title II (Pub. L. 101-511, 104 Stat. 1860); 10 U.S.C. 113(d).

SOURCE: 56 FR 28821, June 25, 1991, unless otherwise noted.

§ 240.1 Purpose.

This part establishes policy, assigns responsibilities, and prescribes procedures under Title II of Pub. L. 101-511 for the Department of Defense to provide financial assistance to the LEAs that are heavily impacted by the military presence.

§ 240.2 Applicability and scope.

This part applies to:

(a) The Office of the Secretary of Defense (OSD).

(b) The schools operated by the LEAs providing free public education to dependent children of Armed Forces members or DoD civilian personnel who reside on Federal property.

§ 240.3 Definitions.

(a) *Applicant*. Any LEA whose ADA military section 3(a) and section 3(b) students equals at least 35 percent of its total ADA and that submits a letter of application to the Department of Defense; files an application for financial assistance; has received, or shall receive funds under section 3 of the Impact Aid Program; and submits documents and forms required by § 240.4(c)(5) (i) through (iii) of this part.

(b) *Current expenditures*. Expenditures for free public education, including expenditures for administration, instruction, attendance and health services, public transportation services, operation and maintenance of plant, fixed charges, and net expenditures to cover deficits for food services and student body activities, but not including expenditures for community services, capital outlay, debt service, or any expenditures made from funds under Public Law No. 89-10, title I. See the amended definition of “current expenditures” in Public Law No. 100-297 (1988).