



# REBUILD FLORIDA HOUSING REPAIR & REPLACEMENT PROGRAM

## Hurricane Ian HRRP Guidelines

This document provides the housing guidelines for implementation of single-family owner-occupied structures and rental properties, including manufactured homes, for the Hurricane Ian Housing Repair and Replacement Program administered by the State of Florida Department of Commerce (FloridaCommerce). This Program is funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant—Disaster Recovery (CDBG-DR) allocation as described in Public Law 117-328.

VERSION 3.1

October 17, 2025

## VERSION HISTORY

| Version Number | Date       | Summary of Changes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0            | 02/29/2024 | Original Document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1.1            | 04/02/2024 | Updated to reflect utilization of new 2024 HUD Income Limits and modify office addresses for Desoto County and Seminole County offices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1.2            | 07/08/2024 | Clarified multifamily structures are not eligible in section 6.2.2 and 6.2.3. Updated section 6.10 to include income verification form requirements. Revised section 9.3.2 to clarify the allowable floor covering material when repairing an area of the home.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.0            | 10/28/2024 | Updated section 6.5 to allow FEMA data and IA letter for contents or home repairs as a standalone document to satisfy primary residence requirements if a homestead exemption for 2022 is not available.<br><br>Updated 7.0 Duplication of Benefits to include capturing potential DOB from Helene, Milton, and future storms.<br><br>Clarified that the program has elected to attempt to solve overcrowding situations to the extent they can be solved up to a maximum configuration of 4 bedrooms and 2 bathrooms for a MHU replacement, or a reconstruction in section 8.2.1, 9.4.1, and 9.5.1.<br><br>Updated section 10.0 and section 10.1 to clarify only phase 1 applicants will be granted temporary housing assistance if they indicate a need for temporary housing assistance and have exhausted all other options. |
| 2.1            | 11/19/2024 | Updated Section 16.2.1 to remove telephonic hearings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.2            | 02/07/2025 | Updated Section 4.1 to account for office closures.<br><br>Added language regarding exceptions to ineligibility of garages to Section 6.2.2.<br><br>Added language to Sections 16.1 and 16.2.1 to define appropriate allowable supporting documentation to support request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.3            | 5/14/2025  | Added language regarding which HUD income limits will be used to verify application income to Section 6.10.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2.4            | 6/11/25    | Added language regarding opening program funding to Phase 3 applicants.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3.0            | 7/07/2025  | Modified language on duplex structure type eligibility in Section 6.2.1 and ineligible structures in Section 6.2.2. Updated section 10.1 to include Phase 3 temporary housing assistance eligibility requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.1            | 10/15/2025 | Updated 10.0 Temporary Housing Assistance Benefit to include Phases 4 through 6 temporary housing assistance eligibility requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

## VERSION POLICY

Version history is tracked in the Version History Table (page i), with notes regarding version changes. Dates of each publication are also tracked in this table.

Substantive changes in this document that reflect a policy change will result in the issuance of a new version of the document. For example, a substantive policy change after the issuance of Version 1.0 would result in the issuance of Version 2.0, an increase in the primary version number. Non-substantive changes such as minor wording and editing or clarification of existing policy that do not affect interpretation or applicability of the policy will be included in minor version updates denoted by a sequential number increase behind the primary version number (i.e., Version 2.1, Version 2.2, etc.).

## POLICY CHANGE CONTROL

Policy review and changes for the State of Florida Office of Long-Term Resiliency are considered through a change-control process. Policy clarifications, additions, or deletions are needed during the course of the program to more precisely define the rules by which the Program will operate. Program staff will document policy-change requests that will be tracked in the program files. Requests are compiled and brought before supervisory staff in a policy meeting. Subject matter experts working in a particular policy area or task area that will be affected by the policy decision may be invited to assist in policy evaluation, if necessary. Policy meetings will be held as frequently as is necessary to consider policy decisions critical to moving the Program forward in a timely manner. Policy decisions will be documented and will result in the revision of the document in question.

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## Definitions

**100-year floodplain** – The area subject to inundation from a flood with a 1 percent or greater chance of being equaled or exceeded in any given year.

**Public Action Plan** – Florida’s plan for expending Community Development Block Grant-Disaster Recovery (CDBG-DR) funds allocated by the U.S. Department of Housing and Urban Development (HUD).

**Adjusted Gross Income (AGI)** – Gross income minus adjustments to income. Gross income includes your wages, dividends, capital gains, business income, retirement distributions as well as other income.

**Allocation Announcement Notice (AAN)** – Publication announcing the Community Development Block Grant-Disaster Recovery allocations for specific disasters and including waivers and alternative requirements specific to the Appropriations Act that allocated the funding.

**Area Median Income (AMI)** – The median (middle point) household income for an area adjusted for household size as published and annually updated by the United States Department of Housing and Urban Development (HUD). Once household income is determined, it is compared to HUD’s income limit for that household size.

**Americans with Disabilities Act (ADA)** – Effective July 20, 1990, a federal law which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. It also mandates the establishment of TDD/telephone relay services.

**Applicant** – Any individual who applies for assistance from the Rebuild Florida Housing Repair and Replacement Program for Hurricane Ian.

**Application Intake** – The initial step a property owner must take to seek benefits under the program. The application will result in the prioritization of an applicant if basic eligibility requirements are met.

**Base Flood Elevation (BFE)** – As determined by the Federal Emergency Management Agency (FEMA), is the relationship between the BFE and a structure’s elevation. It is used to determine flood insurance premiums. The Federal Register sets the minimum elevation requirements for properties that will be assisted with CDBG-DR funding and which require elevation. HUD has determined that structures designed principally for residential use and located in the 100-year floodplain that receive assistance for new construction, repair of substantial damage, or substantial improvement must be elevated with the lowest floor, including the basement, at least two feet above the BFE.

**Business Concern** – A business entity formed in accordance with state law, and which is licensed under state, county, or municipal law to engage in the type of business activity for which it was formed. A business concern provides economic opportunities for low- and very low-income persons.

**Common Area Under Roof** – Is primarily interior, conditioned/climate- controlled spaces, and for single-story homes, equal to the footprint of the house. In addition, exterior spaces, or accessory structures such as detached porches and garages are not considered in the eligible area, and accessory structures that may be attached to the side of a home but not under the common roof are not considered eligible.

**CFR** – Code of Federal Regulations

**Change Order** – Work that is added to, or deleted from, the original contract activities that were to be performed. The order changes the original contract amount and/or the completion due date.

**Community Development Block Grant (CDBG)** – Supports community development activities to build stronger and more resilient communities. To support community development, activities are identified through an ongoing process. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance, etc.

**Community Development Block Grant-Disaster Recovery (CDBG-DR)** – A program administered by the U.S. Department of Housing and Urban Development, as authorized under Title I of the Housing and Community Development Act of 1974, as amended. These funds are provided as a last resort to help cities, counties, and states to recover from Presidentially declared disasters.

**Contractor** – An entity competitively selected to provide clearly-specified goods or services meeting the procurement requirements at 2 CFR Part 200, Section 287.055, Florida Statutes, and Section 255.0525, Florida Statutes.

**CPD** – Community Planning and Development

**Damage Assessment** – The initial opportunity for a program inspection of the structure damaged by Hurricane Ian in which all damage repaired at the time, and damage still to be repaired are officially documented in an estimating software that allows monthly market pricing and local sales taxes to be applied to program eligible materials and labor in a consistent report format. The damage assessment reports will contain a detailed sketch of the structure along with exterior and interior photos.

**Damage Repair Valuation (DRV)** – A representation of the Xactimate determined value of the repairs completed by the homeowner, or those caused to be repaired by the homeowner, prior to the program application submittal for HRRP. Xactimate is a residential estimating software that is used to standardize estimates for construction costs. The completion of the repairs will be verified by a program inspection during the initial site inspection process. The value of these repairs may be used in the duplication of benefits analysis and evaluation process.

**Decent, Safe, and Sanitary (DSS)** – A dwelling which meets local housing and occupancy codes. Any of the standards outlined in 49 CFR 24.2(a)(8) which are not met by the local code shall apply unless waived for good cause by the Federal Agency funding the project.

**Declined Loans** – Loan amounts that were approved or offered by a lender in response to a loan application, but were turned down by the applicant, meaning the applicant never signed the loan documents to receive the loan proceeds.

**Demolition** – Clearance and proper disposal of buildings.

**Disability** – For the purposes of the program, “disability” is consistent with federal law under The Social Security Act, as amended, 42 U.S.C. §423(d), The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102(1)-(3), and in accordance with HUD regulations at 24 CFR §§5.403 and 891.505.

**Duplication of Benefits (DOB)** – Occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for the same recovery purpose, and the total assistance received for that purpose is more than the total need. The amount in excess of the total need is the DOB, which is prohibited by federal law. A DOB will occur if the Rebuild Florida Housing Repair and Replacement Program for Hurricane Ian provides assistance to a homeowner for the same purpose (repair, replacement, or reconstruction) as any previous financial or in-kind assistance provided to a property owner for the repair, replacement, or reconstruction of his or her property. By Federal Law, Rebuild Florida is prohibited from creating a DOB. This prohibition comes from the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) and therefore, these other sources of funds must be deducted from any potential award. FloridaCommerce will comply with HUD’s current DOB policies as reflected in the June 2019, Federal Register Notice entitled “Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees (84 FR 28836), which includes the amendment that when certain conditions are met, loans will no longer be considered a DOB.

**Duplication of Benefits Gap** – The total amount of excludable and non-excludable benefits received less the dollar amount of excluded benefits (excludable benefits) from the DOB analysis. DOB Gap amount along with all future non-excludable benefits received by Recipient(s) shall be provided to FloridaCommerce and deposited in a DOB Gap Funding Account prior to the execution of the Homeowner Grant Agreement.

**Duplication of Benefits Gap Funding** – The amount of non-excludable benefits received by a homeowner and placed in the DOB Gap Funding Account.

**Elevation** – All structures, defined at 44 CFR 59.1, designed principally for residential use, and located in the 1percent annual (or 100-year) floodplain that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b) (10), must be elevated with the lowest floor, including the basement, at least two feet above the 1 percent annual floodplain elevation. Elevation will be conducted by means of pier and beam construction, as per Florida building code. Fill dirt to achieve proper elevation height will not be eligible.

**Environmental Review** – All qualified projects must undergo an environmental review process. This process ensures that the activities comply with the National Environmental Policy Act (NEPA) and other applicable state and federal laws. For HUD purposes, applicable requirements are found at 24 CFR Part 58.

**Environmental Review Record (ERR)** – A written record of the review process undertaken to evaluate potential environmental impacts associated with a project to be conducted with the U.S. Department of Housing and Urban Development funds, including all associated documentation necessary to document the process and the outcome of the review process.

**Estimated Cost to Repair (ECR)** – Used to verify Hurricane Ian damage to the property and determine the estimated scope of work to complete the repairs to the property and bring the property up to program standards.

**Family** – A household composed of two or more related persons. The term “family” also includes one or more eligible persons living with another person or persons who are determined to be important to their care or well-being.

**Federal Register** – The official journal of the Federal government of the United States that contains government agency rules, proposed rules, and public notices. It is published daily, except on Federal holidays. A Federal Register Notice (FRN) is issued for each CDBG-DR funded disaster. The FRN outlines the rules that apply to each allocation of disaster funding.

**FEMA-Designated High-Risk Area** – Areas designated by FEMA as vulnerable to significant wind and/or storm surge damage and areas located in 100-year flood zones. Properties located in these areas will be identified during the environmental review process.

**FEMP** – Federal Emergency Management Program

**Flood Hazard Area** – Areas designated by FEMA as having a risk of flooding.

**Flood Insurance** – The Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a) requires that projects receiving federal assistance and located in an area identified by FEMA as being within a Special Flood Hazard Areas (SFHA) be covered by flood insurance under the National Flood Insurance Program (NFIP). In order to be able to purchase flood insurance, the community must be participating in the NFIP. If the community is not participating in the NFIP, federal assistance cannot be used in those areas.

**Floodplain** – FEMA designates floodplains as geographic zones subject to varying levels of flood risk. Each zone reflects the severity or type of potential flooding in the area.

**Floodway** – A “Regulatory Floodway” or “floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities must regulate development in these floodways to ensure that there are no increases in upstream flood elevations. For streams and other watercourses where FEMA has provided Base Flood Elevations (BFEs), but no floodway has been designated, the community must review floodplain development on a case-by-case basis to ensure that increases in water surface elevations do not occur or identify the need to adopt a floodway if adequate information is available.

**Florida Department of Commerce (FloridaCommerce)** – Administrator of the Community Development Block Grant-Disaster Recovery and Community Development Block Grant-Mitigation programs funded by the U.S. Department of Housing and Urban Development. FloridaCommerce is the governor-designated state authority responsible for administering all long-term disaster recovery funds awarded to Florida from the U.S. Department of Housing and Urban Development. As used in this document, “FloridaCommerce” refers to the Florida Department of Commerce.

**Grantee** – As used in this document, the grantee is the State of Florida Department of Commerce’s Office of Long-Term Resiliency as recipient of Community Development Block Grant-Disaster Recovery funds from the U.S. Department of Housing and Urban Development.

**Green Building Standards** – All rehabilitation that meets the definition of substantial improvement, reconstruction, or new construction must meet an industry-recognized standard that has achieved certification under at least one of the following programs: (1) ENERGY STAR (Certified Homes or Multifamily High-Rise), (2) EPA Indoor Air Plus (Energy Star a prerequisite), (3) LEED (New Construction, Homes, Midrise, Existing Buildings Operations, and Maintenance, or Neighborhood Development), or (4) ICC–700 National Green Building Standard.

**GSA** – Government Services Agency

**HCDA** – Housing and Community Development Act of 1974, as amended

**Household** – All persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements. For housing activities, the Low- to Moderate-Income compliance test is based on the total household income.

**Housing Quality Standards (HQS)** – Established certain minimum standards for buildings. This includes new single-family homes and multifamily housing as outlined in 24 CFR 982.401. The HRRP uses these standards as a guide to identify basic living quality deficiencies that should be addressed during the construction process when there is other identifiable Ian-related storm damage. The HRRP does not conduct a certified HQS inspection.

**HRRP** – Housing Repair and Replacement Program

**HUD** – United States Department of Housing and Urban Development.

**IA** – (Federal Emergency Management Agency) Individual Assistance

**Increased Cost of Compliance (ICC)** – Structures damaged by floods may be required to meet certain building requirements, such as elevation or demolition, to reduce the risk of future flood damage before the structure can be repaired or rebuilt. To help cover these costs, the National Flood Insurance Program includes Increased Cost of Compliance coverage for all new and renewed Standard Flood Insurance Policies. Increased Cost of Compliance is a potential source of a Duplication of Benefit, as a supplement to an existing National Flood Insurance Program policy. Policyholders are only eligible to receive Increased Cost of Compliance payment if a Substantial Damage Letter has been issued by the local floodplain manager.

**Income** – Annual income as reported under the United States Internal Revenue Service (IRS). This definition includes:

- Wages, salaries, tips, commissions, etc.;
- Self-employment income from own nonfarm business, including proprietorships and partnerships;
- Farm self-employment income;
- Interest, dividends, net rental income, or income from estates or trusts;
- Social Security or railroad retirement;

- Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
- Retirement, survivor, or disability pensions; and
- Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony.

**Individual Mitigation Measures (IMM)** – Activities designed to mitigate and/or reduce risk beyond the pre-disaster condition of a housing unit when the activities are above and beyond federal, state, or local construction or code requirements. In accordance with HUD's guidance, repair of housing units and the payment of flood insurance are not IMM activities. Examples of mitigation measures include elevation above the base flood elevation level or the addition of storm shutters, disaster-proof windows, roof straps, etc. if those improvements are not required to comply with local code requirements and did not exist on the housing unit prior to the disaster damage. However, mitigation measures are not eligible as standalone activities. They must be incorporated as part of a project that is otherwise addressing eligible repairs that are necessary as a result of Hurricane Ian.

**Low- to Moderate-Income (LMI) National Objective** – Activities that benefit households whose total annual gross income does not exceed 80 percent of Area Median Income (AMI), adjusted for family size. Income eligibility will be determined and verified in accordance with HUD Guidance. The most current income limits, published annually by HUD, will be used to verify the income eligibility of each household applying for assistance at the time assistance is provided.

- **Very Low:** Household's annual income is up to 30 percent of the area median family income, as determined by HUD, adjusted for family size.
- **Low:** Household's annual income is between 31 percent and 50 percent of the area median family income, as determined by HUD, adjusted for family size.
- **Moderate:** Household's annual income is between 51 percent and 80 percent of the area median family income, as determined by HUD, adjusted for family size.

**Mobile/Manufactured Housing Unit (MHU)** – A structure, transportable in one or more sections which, in the traveling mode is 8 body-feet or more in width, or 40 body-feet or more in length, or when erected on site, is at least 320 square feet, is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air- conditioning and electrical systems contained therein. Sometimes referred to as mobile homes. A MHU is built to the specifications required in the Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. 70 § 5401 et seq. MHUs display a red certification label on the exterior of each transportable section. Manufactured homes are built in the controlled environment of a manufacturing plant and are transported in one or more sections on a permanent chassis.

**Modular Housing** – A home built in sections in a factory to meet federal, state, or local building codes. Once assembled, the modular unit becomes permanently fixed to one site. The program will treat modular homes as traditional, site, or stick-built construction.

**Most Impacted and Distressed (MID) Areas** – Areas of most impact as determined by HUD or the state using the best available data sources to calculate the amount of disaster damage. The MID-designated areas include Brevard, Charlotte, Collier, DeSoto, Hardee, Highlands, Hillsborough, Manatee, Monroe, Osceola, Pinellas, Polk, Putnam (32177), and Seminole, and the jurisdictions within the counties according to the [88 FR 32046, May 18, 2023](#). The State-identified MID areas receiving the remaining 20 percent of the grant allocation to address unmet disaster needs includes the counties that received both [Individual Assistance \(IA\)](#) and [Public Assistance \(PA\)](#) through the Federal Emergency Management Agency (FEMA). State-mid counties include Flagler, Glades, Hendry, Lake, Okeechobee, and St. Johns.

**Multifamily** – Residential structures containing five or more units or multifamily residential structures located on adjacent lots. Multifamily structures are not eligible under these Guidelines.

**NFIP** – National Flood Insurance Program.

**National Flood Insurance Reform Act of 1994 (NFIRA)** – Strengthened the NFIP with a number of reforms that included increasing the focus on lender compliance, creating mitigation insurance and developing a mitigation assistance program to further reduce the costly and devastating impacts of flood.

**Not Suitable for Rehabilitation**

- Structures condemned by the Authority Having Jurisdiction: Properties condemned or “red-tagged” by the local authorities will not be rehabilitated;
- Structures that cannot be repaired under existing Program caps, due to legal, engineering, or environmental constraints (permitting, extraordinary site conditions, etc.) will be considered not suitable for repair;
- Structures that are structurally unsafe or that have other conditions that make interior inspection by HRRP impossible or unsafe;
- Structures that have already been demolished; or
- Structures that require elevation.

**Property Casualty Insurance** – Insurance that covers structural repairs to a home as a result of wind, fire, hail, wind- driven rain, tornado, hurricane, or natural disaster, other than flood.

**Reconstruction** – The demolition, removal, and disposal of an existing housing unit and the construction of a unit on the same lot, and in substantially the same footprint, with a new unit that complies with the International Residential Codes (IRC), as required by the Florida Code. The number of units on the lot may not increase and the total square footage of the original, principal residence structure to be reconstructed may not be substantially exceeded; however, the number of rooms in a unit may be increased or decreased.

**Rehabilitation** – Repair or restoration of housing units in the disaster-impacted areas to applicable construction codes and standards.

**Replacement** – Demolition, removal, and replacement of a damaged MHU with a new MHU in substantially the same footprint or at a new location, if the original damaged unit was on leased land and the MHU owner must relocate to a new property. Relocation of a new MHU will require additional environmental review.

**Scope of Work** – Contains the repairs, reconstruction, or mobile home replacement work that the contractor selected by FloridaCommerce must complete.

**Second Home** – Properties that served as second homes at the time of the disaster, or following the disaster, are not eligible for repair assistance or housing incentives. A second home is defined as a home that is not the primary residence of the owner, a tenant, or any occupant at the time of the storm or at the time of application for assistance. HUD has established an alternative requirement for second homes that may allow assistance in limited circumstances coordinated with HUD. Additionally, seasonal, short-term and vacation rental properties are not eligible for assistance.

**Stick-built home** – A home that has been built on-site using traditional construction materials and methods.

**Subrogation** – A legal doctrine that allows one person to take on the rights of another. In the context of disaster recovery grants, a homeowner must enter into a subrogation agreement where the funding agency (FloridaCommerce) obtains the right to collect any additional disaster recovery assistance or insurance payouts the homeowner receives for the same purpose for which the CDBG-DR funds were provided (i.e., Hurricane Ian damage) after the homeowner has entered into a grant agreement for HRRP benefits.

**Substantial Damage** – Based on the flood provisions of the Florida Building Code, damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The determination is only made by the local jurisdiction. The program will abide by these determinations.

**Substantial Improvement** – As defined in 24 CFR 55.2(b)(10)(i)(A) and as applicable to the HRRP, substantial improvement means any repair, reconstruction, modernization, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started, or if the structure has been damaged and is being restored before the damage occurred. Substantial improvement determinations are only made by the local jurisdiction. The program will abide by these determinations.

**Unmet Needs Assessment** – As part of the action plan, grantees must develop an impact and unmet needs assessment to understand the type and location of community needs and to target limited resources to the areas with the greatest need. The ultimate goal of the impact and unmet needs assessment is for the grantee to tell their community's story and demonstrate that the proposed use of funds will be responsive to the actual community needs. At a minimum, the impact and unmet needs assessment must evaluate all aspects of recovery, including housing, infrastructure, and economic revitalization.

**Unresponsive** – Failure to answer or return three consecutive phone calls, and failure to respond to written requests within program timeframes.

**Wheelchair Accessible (MHU Only)** -- Wheelchair accessible designations are controlled by the MHU manufacturer and may include features such as wider doorways, grab bars, or low-threshold shower compartments. The program has established wheelchair accessible MHUs should include: One bathroom with: step-in, low-threshold shower, with threshold no higher than seven (7) inches from the floor covering. Shower wand on an adjustable rail and a seat in the shower. Comfort height toilet, with seat 17" – 19" above the floor. Minimum 32" width for exterior doors, minimum 36" hallway width, and minimum 32" bathroom and bedroom doors.

**Zero Award** – When a zero award is determined, it is due to the estimated cost to repair the disaster-related structural damage sustained to an applicant's home being less than the amount of benefits previously received or previously approved to receive from other sources.

# 1.0 Introduction

The Florida Department of Commerce (FloridaCommerce) Office of Long-Term Recovery (OLTR) is the administrator of a Community Development Block Grant - Disaster Recovery (CDBG-DR) program funded by the U.S. Department of Housing and Urban Development (HUD) under Public Law 117-328.

FloridaCommerce is the agency responsible and accountable to HUD for the administration of CDBG-DR funding, which has been allocated to housing, economic revitalization, and infrastructure programs – collectively implemented under the Rebuild Florida Program by FloridaCommerce. FloridaCommerce is administering its Housing Repair and Replacement Program (HRRP) directly.

The Rebuild Florida HRRP for Hurricane Ian will provide housing assistance to eligible households affected by Hurricane Ian in September 2022. This may include owner-occupants of single-family homes or of a single unit within a multi-unit housing structure, and/or owners of small rental properties (Landlord-Applicants) damaged by Hurricane Ian. For the purposes of these guidelines, “single-family owner-occupants” includes any applicant who owns and occupied the unit for which they are applying at the time of the storm. This may include bringing the home into code compliance, and the incorporation of mitigation measures, including elevation, to help protect against future storm impacts. The HRRP will prioritize single-family owner-occupants. Once all single-family owner-occupants are assisted, then rental property owners will be served based on availability of funds, prioritization, and qualification for benefits<sup>1</sup>.

The intent of the HRRP is to address the remaining unmet housing recovery needs as outlined in the 2023 State of Florida Action Plan for Disaster Recovery (the “Action Plan”) and in compliance with Federal Register 88 FR 32046, May 18, 2023 (The Allocation Announcement Notice (the “AAN”). FloridaCommerce has developed these guidelines for the HRRP based on information gathered during the unmet needs assessment and the HRRP program description found in the Action Plan<sup>2</sup>.

FloridaCommerce initially allocated \$542,962,194.10 in CDBG-DR funding to the HRRP. This allocation was determined based upon data obtained during the Action Plan development process, which showed significant unmet need related to homeowner repair, reconstruction, and replacement. The actual number of properties that may be served through the HRRP will depend on several variables including but not limited to market conditions such as cost of materials and labor, the number of repairs versus replacements/reconstructions, the number of replacements that are funded during prioritization phasing, and unforeseen circumstances such as additional disasters.

FloridaCommerce has established two objectives for the HRRP. First, recognizing that the initial \$542 million allocation for housing repair will not meet all needs, FloridaCommerce will prioritize assistance for at-risk and vulnerable populations. At-risk and vulnerable populations to be prioritized are low-income households with one or more of the following characteristics: (1) households with members over the age of 62, (2) households with members with disabilities, and/or (3) households with children under the age of 18.

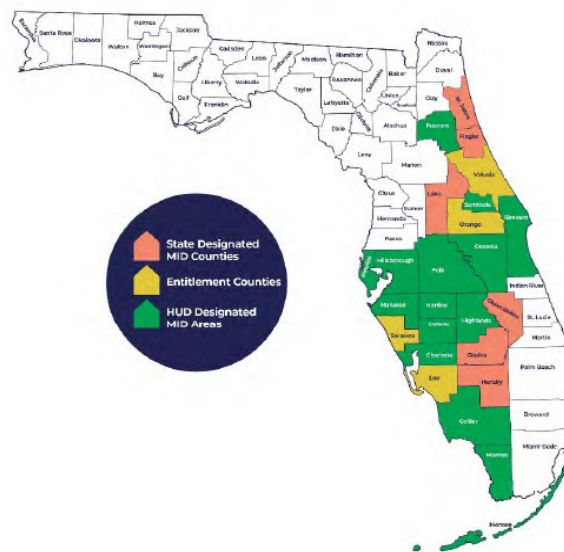


Figure 1: HRRP Ian: 20 Designated Counties

<sup>1</sup> Further information on the priority schedule for HRRP is outlined in Section 4.2 herein.

<sup>2</sup> The Hurricane Ian State of Florida Action Plan for Disaster Recovery, as amended, is available on the Rebuild Florida website at: <https://www.floridajobs.org/cdbg-dr/hurricane-ian>

Second—in an effort to increase resilience and protect human life—in addition to following Florida building codes, FloridaCommerce is requiring construction methods that emphasize quality, durability, energy efficiency, sustainability, and mold resistance.

The HRRP is a centralized housing repair or replacement program that will prioritize serving Low- and Moderate-Income (LMI) families impacted by Hurricane Ian in fourteen (14) HUD-designated most-impacted and distressed (MID) counties: Brevard, Charlotte, Collier, DeSoto, Hardee, Highlands, Hillsborough, Manatee, Monroe, Osceola, Pinellas, Polk, Putnam, and Seminole, and the six (6) Grantee-defined MID counties of Flagler, Glades, Hendry, Lake, Okeechobee, and St. Johns.

FloridaCommerce and its authorized representatives will manage and complete the construction process for the repair or reconstruction of damaged homes on behalf of eligible homeowners. With the assistance of staff and vendors, the state will work with a pool of qualified and procured contractors that will be assigned by the program to repair, reconstruct, or replace damaged properties. Homeowners will not select their own contractors and will not contract directly with the construction contractor. No payments will be made to the property owner directly. All assistance will be provided as a grant.

Applicants will complete an application and submit required eligibility documentation. Following successful eligibility and DOB review, those determined to be eligible will advance to the assessment phase, where program staff will conduct a damage assessment, environmental review, and develop Estimated Cost of Repair (ECR) for repairs or replacement. The ECR is then used to develop the Award Determination (repair, reconstruction, or replacement), which is then followed by the signing of a grant agreement.



*Figure 2: Initial Application and Documentation Steps*

The construction and compliance phase, as seen in Figure 3, is where repair, reconstruction, or replacement assistance is provided to the property owner through direct construction activities performed by the program and the result is a rehabilitated housing unit. After final construction activities and the completion of any compliance period, the grant will be closed out – meaning that all required documentation for HUD compliance and record-keeping will be completed.



*Figure 3: Construction and Compliance*

## 2.0 Program Overview

### 2.1 Purpose of the Program

#### 2.1.1 National Objective and Eligible Activities

The eligible activities for the program include clearance, demolition, removal, reconstruction, and rehabilitation of buildings (including housing) as described in Section 105(a)(4) of the Housing and Community Development Act of 1974 (HCDA). Additionally, the state is incorporating the applicable waivers and alternative requirements described in the AAN and within Appendix B of Federal Register Vol. 88, No. 96, as amended (the “Consolidated Notice”).

The primary national objective that is approved for the HRRP is to benefit LMI households. The Consolidated Notice requires that 70 percent of program funds meet the LMI National Objective, and that 80 percent of all funds be expended in the HUD-designated MID areas. Eligible activities under this program are as follows:

- Repairs to, reconstruction, or replacement of housing units damaged by Hurricane Ian, which may include bringing the home into code compliance and mitigation against future storm impacts, including elevation.
- The completion of work to homes that have been partially repaired.
- Replacement of manufactured and mobile homes impacted by Hurricane Ian.
- Temporary Housing Assistance, which is based on individual homeowners’ needs and their participation in the HRRP.
- Title Assistance, which is based on an individual homeowner’s needs and their participation in the HRRP.

The Urgent Need National Objective will only be used after all eligible LMI applicants to the HRRP have been served.<sup>3</sup>

### 2.2 Allocation and Housing Assistance Caps

Approximately \$542 million was initially allocated to the HRRP. This allocation may be increased or decreased based on the demand for the program and with an amendment to the Action Plan.

The maximum award granted to repair any one structure is \$100,000. Stick-built properties qualify for a repair award if the estimated cost to repair the structure is less than \$100,000 or 60 percent of the replacement value of the structure, whichever is lesser. If the \$100,000 repair award cap is reached or exceeded, the award determination will update to a reconstruction award, if otherwise eligible. The maximum award granted to reconstruct or replace any one structure is set at \$350,000. For more information on Award Determination please see section 9.0 Award Determination.

All construction costs (hard and soft costs), mitigation measures, elevation costs, site improvements, and construction standard conditions (dumpsters, permitting, etc.) are included in the cap. Exceptions may be considered on a case-by-case basis. Program maximum assistance may also be increased where necessary to comply with federal and State accessibility standards or to reasonably accommodate a person with a disability.

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<sup>3</sup> The Urgent Need National Objective is included in the approved Action Plan; however, assistance to LMI households is prioritized and funds will therefore only be available to non-LMI households after all unmet housing needs related to LMI households is met.

## 2.3 Exacerbated Damages

To the extent that damages resulting from Hurricane Ian are exacerbated by circumstances beyond the applicant's control before the repair or reconstruction of the hurricane-damaged structure is completed, as per the Consolidated Notice, the HRRP may fund the repair or reconstruction of the damaged home.

As recovery from disasters is a long-term process and applicant damages are calculated only once during the process, a subsequent change in an applicant's circumstances can affect the amount and nature of unmet needs to an applicant's property. Examples of circumstances beyond the applicant's control include, but are not limited to subsequent disaster, vandalism, or fire.

For example, if an applicant's home was damaged by Hurricane Ian and a subsequent flood or other unforeseen event exacerbates the original Hurricane Ian damage before repairs to damages caused by the hurricane could be completed, the HRRP may complete the rehabilitation, replacement, or reconstruction and address the unmet repair need as it currently exists, including any exacerbated damages.

However, the HRRP may not provide assistance for activities that: (1) address a need arising solely from an event other than Hurricane Ian; or (2) address a need that has been met in full. For example, if a home did not suffer damages from Hurricane Ian, but later suffers damages from a subsequent event, HRRP cannot provide assistance to rehabilitate, replace, or reconstruct the home. If construction has been completed on the Hurricane Ian damaged property and the property is damaged by a subsequent event, the HRRP will not repair damage incurred following project completion.

As outlined in 6.0 Eligibility Requirements, all applicants must have sustained damage from Hurricane Ian to receive assistance. If exacerbated damages make it impossible to determine damages from Hurricane Ian through a damage inspection, the Program may use third-party documentation or datasets, such as FEMA award letter, to document storm damage.

## 2.4 Program Education

Program education will be provided to all homeowners to explain the details of the program, the application process, qualification, and prioritization criteria, impacts of accepting an award, requirements for compliance during construction as well as after completion of activities, and long-term obligations incurred as a result of this funding. Program education is provided through one-on-one interactions between homeowners and program staff members. Program education includes but is not limited to:

- Weekly status update email notifications throughout duration of program.
- Online portal to check application status.
- The provision of documentation that outlines the program phases and includes a brief explanation of each phase and steps required to advance in the program.

## 2.5 Accelerated Reimbursement Option

At the discretion of FloridaCommerce, HRRP may provide eligible homeowners reimbursement of eligible short-term bridge loans acquired through private not-for-profit entities through the Acceleration Reimbursement. Acceleration Reimbursement programs have been utilized as a tool in other states to expedite completion of home repair or reconstruction and would be an "opt-in" option in limited circumstances and at the discretion of FloridaCommerce, to undertake the activity based upon availability of funds and prioritization standards. Any potential applicants for the Accelerated Reimbursement Option will be reviewed on a case-by-case basis subject to funding availability.

## 3.0 Applicant Responsibilities

### 3.1 Applicant Cooperation with the Program

Throughout the life of an applicant's participation in HRRP—from submission through closeout of the applicant's engagement with the program—the applicant must participate and respond to requests from the program in a timely manner. At no point should a request from the program go unanswered for more than **thirty (30) days**. This applies to owner-occupant applicants and landlord-applicants, herein referred to as applicants.

HRRP will send applicants with outstanding requests from the program a Pending Action Notice to inform the applicant of the outstanding request(s). The Pending Action Notice will be sent to the applicant via email, where possible. In the event the applicant does not have an email, the notice may be sent via US Postal Service. The Pending Action Notice informs the applicant that the program requires action from the applicant in order to proceed and that if the applicant does not complete the required action within **thirty (30) days** of the Pending Action Notice, the applicant's case will be closed. Common outstanding requests include, but are not limited to:

- **Documentation:** The program requires documentation from the applicant for multiple reasons and at multiple phases throughout the program. Not all requests for documentation are for documents an applicant must produce. Some documentation requests may be related to documents generated by the program that the applicant must sign. Applicants must submit and/or sign requested documents in a timely manner. Applicants with missing documentation may be sent a Pending Action Notice.
- **Schedule:** The program requires applicant cooperation and participation at multiple points throughout the process. Applicants must schedule and attend required appointments, inspections, and other required meetings in a timely manner. HRRP will make reasonable attempts to coordinate schedules with homeowner availability. Applicants who refuse to schedule or attend required meetings or inspections may be sent a Pending Action Notice.
- **Homeowner Moveout:** Applicants are required to move out of the storm-damaged property within **thirty (30) days** of the pre-construction meeting so that construction may begin. Applicants who do not move out of the storm damaged property in a timely manner will be sent a Pending Action Notice.
- **Site Clearance:** Applicants are required to clear the construction project site of excess debris and/or personal property within thirty (30) days of the pre-construction meeting. Applicants who do not clear the storm damaged property site of debris and/or personal property in a timely manner will be sent a Pending Action Notice.

Applicants who do not take the required action(s) within **thirty (30) days** of the Pending Action Notice will be closed. Applicants who require assistance, clarification, or an extension to the **thirty (30) day** timeframe to resolve a pending action must request assistance through their case manager within the **thirty (30) day** window. Extensions to the **thirty (30) day** window will be considered on a case-by-case basis and subject to final approval by FloridaCommerce.

At the time of intake, completion of grant agreement, and the pre-construction meeting, applicants will review and acknowledge homeowner responsibilities required for program participants.

### 3.2 Homeowner Responsiveness

"Unresponsive" is defined as the failure to answer or return three consecutive phone calls, and failure to respond to written requests within program timeframes. If the program has made three (3) consecutive unsuccessful attempts to contact an applicant with no follow up contact from the applicant, the applicant will be sent a Non-Responsive Notice. Contact attempts will be made approximately one week apart, and

multiple contact methods may be employed to encourage a response. The Non-Responsive Notice provides contact information for the program, advises the applicant of the next steps in the application process, and notifies the applicant that he/she must contact the program or complete an action within **fourteen (14) calendar days** of the date of the letter. If the applicant fails to contact the program or complete the action within the **fourteen (14) calendar days** allowed, the application will be closed.

### 3.3 Homeowner Responsibilities

During the intake application, execution of the grant agreement, and pre-construction meeting, applicants must complete the homeowner rights and responsibility acknowledgment to verify and confirm the applicant understands their responsibilities throughout the duration of the HRRP. Homeowners who receive assistance from the HRRP must acknowledge the following responsibilities which include but are not limited to:

- Applicants must vacate the storm-damaged property and remove all personal belongings from inside the structure and the surrounding area. Applicants are responsible for the costs associated with removal of belongings; however, up to two storage containers may be provided by the Program for applicant use. The applicant is required to provide a credit or debit card at the time of the storage container(s) reservation, where feasible. The homeowner has thirty (30) calendar days from the date of the pre-construction meeting to remove all personal property. HRRP is not responsible for any damages to or loss of belongings during construction.
- The applicant understands if deemed eligible and granted an award, the necessary scope of work is based on a scope of work approved by FloridaCommerce and using economy/standard grade building materials and not the price of replacing the damaged property or its components with like or similar materials. HRRP will provide standard construction plans and design sets. The property will be built or repaired in accordance with the approved scope of work. The applicant may not request any customization or changes to the approved scope of work. The Program will review the scope of work with the applicant at the pre-construction meeting.
- Homeowners are responsible for requesting accommodations necessary to ensure the assisted property meets their functional needs. Physically disabled applicants or applicants with a disabled household member may be entitled to additional construction considerations such as low threshold showers, bathroom grab bars, exterior ramps, or other accessibility features that will assist with the individual's functional need. The program will assess eligibility for these features on a case-by-case basis per a completed reasonable accommodation request form and confirmed disability.
- The homeowner is responsible for ensuring that the grant agreement accurately reflects the conditions as priorly discussed with program staff and that the conditions of the grant agreement and the scope of work are representative and reflective of what the applicant understands and agrees will be provided by the program. The homeowner acknowledges that once a grant agreement is executed, they waive any future right to appeal or otherwise contest the determinations of eligibility, award, scope of work, results of all inspections, and funding requirements (including DOB Gap calculation and any DOB Gap funding requirement). From the effective date of the grant agreement, all decisions by Florida Commerce, or its contractors are final and non-appealable.
- Owner-occupant applicants are responsible for ensuring that they have temporary housing for the duration of construction, if required to vacate the property. Temporary Housing Assistance Benefit (THAB) will only be considered on a case-by-case basis for applicants that have demonstrable hardship and have exhausted all other available options. Demonstrable hardships may include job loss, failure of a business, divorce, severe medical illness, injury, death of a family member or spouse, unexpected and extraordinary medical bills, disability, substantial income reduction, etc. None of the listed examples above, individually or taken together, automatically establishes a demonstrable hardship, nor is the listing above exhaustive as there may be other factors relevant

to the issue of demonstrable hardship in a particular case. FloridaCommerce will review applicant requests for THAB as necessary.

- If an owner-occupant applicant qualifies for and accepts THAB assistance from HRRP, the following apply:
  - If the THAB accommodations allow pets, it is the applicant's responsibility to pay all related fees and charges, as well as follow all pet policies for their accommodation.
  - If the applicant or their household member(s) are negligent and cause damage to the THAB accommodations, the applicant will be responsible for the cost of all damages and the HRRP may terminate assistance and disallow future accommodation requests.
  - Applicants must conduct themselves in accordance with the rules, norms, and policies of the THAB accommodation. If the THAB accommodation terminates an applicant's stay due to violation by the applicant or their household member(s), HRRP will terminate THAB assistance immediately, and the applicant will be responsible for their own accommodations for the remainder of the program. Exceptions may be granted on a case-by-case basis. The applicant may be required to repay any program funds expended for the purpose of temporary housing.
  - The applicant must provide a credit card on file for incidentals prior to the first day of their THAB stay.
- Applicants must coordinate with their assigned General Contractor to sign any required permitting documents in a timely manner. If the Program is made aware that an applicant is refusing to sign documentation necessary for the project to commence, the applicant will be sent a Pending Action Notice letter establishing a 30-calendar day timeframe for sign-off of required documentation.
- Applicants must allow the General Contractor and HRRP representatives full access to the property until construction is complete. Owner-occupant or tenants cannot move back into the home until authorized to do so.
- Applicants must allow program-authorized inspections to be performed by HRRP representatives and municipal code inspectors. In the event the applicant must be present or provide access to the storm damaged property, the applicant must coordinate with the program and schedule in a timely manner. Refusal to cooperate with the Program may result in grant termination and removal from the Program.
- The applicant must remove and/or secure any animals or pets that remain on property during construction. HRRP will not cover costs associated with removal and/or boarding of animals during construction. Applicants will be responsible for animals, their well-being, and any damage caused by animals remaining onsite during construction.
- The applicant must not interfere with the project site. For safety reasons, applicants must stay away from the storm-damaged property during construction. Applicants will not be permitted to direct program construction activities or provide instructions to the general contractors on means and methods of construction.
- All debris, abandoned vehicles, and buildings that impede construction efforts, permitting efforts, or otherwise pose a safety and/or health threat as determined by the local jurisdiction or person qualified to make such a determination, must be removed from the property within thirty (30) days from the pre-construction meeting. Any debris or site condition captured in a municipality issued code violation that impedes permitting or construction activities must be remedied within thirty (30) days from the date of the pre-construction meeting. Failure to remove personal belongings or any other debris from the property within thirty (30) days of the pre-construction meeting may result in the grant being terminated.
- If utilities must be disconnected for construction work, applicants must arrange for utilities to be disconnected within thirty (30) days of the pre-construction meeting. Applicants who fail to disconnect utilities in a timely manner will be sent a Pending Action Notice letter establishing a 30-calendar day timeframe for utility disconnection.

- The applicant is responsible for all utility bill payments throughout the duration of the program. Applicants must keep current on all utility bills during construction, as accounts must be current in most cases for the utility company to reconnect/reinstate services.
- The applicant understands that the program will not pay the cost of mortgage payments and/or lot rent, if applicable, throughout the duration of construction.
- The applicant understands that once the program is complete with construction efforts, the appraised value of their home may increase. As a result, the property taxes owed by the applicant for the property may increase as a result of program participation.
- Applicants are responsible to maintain and reciprocate communication with the HRRP throughout the duration of the program. Failure to do so may result in the application being closed due to inactivity and unresponsiveness.
- Applicants using threatening or abusive behavior towards OLTR CMS staff which includes but is not limited to the use of profanity, derogatory language, and threats of physical violence will not be tolerated. Ongoing and/or severe abusive behavior may result in termination of the HRRP award, and the applicant may be subject to repay any program funds expended on the project.
- If reasonable and timely access to the property is denied by the applicant or if any of the above stipulations are not met, HRRP may terminate the award and the applicant may be subject to repay any program funds expended on the project.

### 3.3.1 Rules of Decorum

In order to ensure that Rebuild Florida staff and OLTR Constituent Management Services (CMS) staff are able to efficiently deliver prompt and effective responses and resolutions to applicants' complaints and inquiries, and to ensure that program activities are delivered promptly and without unnecessary delay, FloridaCommerce has developed policies to address situations where threatening or abusive behavior by an applicant or unjustified delays of program activities caused by the applicant preventing the HRRP from delivering assistance or completing a project. Examples of impeding program progress may include, but may not be limited to:

- Barring contractors from entering the home when it is program-verified that it is necessary for the contractor to do so to complete program-approved work,
- Remaining on-site during construction when it has been deemed necessary for the applicant to vacate the site for jobsite safety and for completion of program-approved work, and/or
- Destruction of partial or completed program-approved contractor work.

Rebuild Florida applicants must abide by program policies, including rules of decorum which are also included in the grant agreement. The purpose of the rules of decorum are to provide expectations for applicants, safeguard Rebuild Florida and OLTR CMS staff from abusive behavior, and provide clear notice of the consequences of noncompliance with program policies and the terms of the grant agreement. When directed toward Rebuild Florida staff and OLTR CMS staff, the use of profanity, derogatory language (including personal insults such as sexist, racist, or other discriminatory remarks), and threats of physical violence may constitute abusive behavior.

FloridaCommerce has developed and will follow the process below to ensure that applicant issues are only escalated when the severity and persistence of an issue permits and that applicants are given opportunity to correct their behavior or resolve issues prior to ramifications. Rebuild Florida staff and OLTR CMS staff are committed to extending its best efforts in cooperating with and addressing applicant issues and concerns.

#### 3.3.1.1 Protocol to Address Program Delays and/or Rules of Decorum Violations

Communications between Rebuild Florida staff and applicants are detailed in notes taken by Rebuild Florida staff members and will be recorded in applicant case files in the System of Record. This includes instances of abusive or threatening behavior of Rebuild Florida staff that may require escalation. If

escalation by a Rebuild Florida staff member is required, Rebuild Florida will forward the constituent to OLTR CMS staff for continued communication and resolution. Instances requiring escalation must be properly documented showing that the behavior was ongoing or severe and that Rebuild Florida, and/or OLTR CMS staff, as applicable, consistently attempted to resolve the applicant's complaint and made every effort to address and facilitate a resolution to any issues presented by the applicant.

If an applicant contacts Rebuild Florida staff via phone and is determined by Rebuild Florida staff to be exhibiting abusive or threatening behavior:

- Rebuild Florida staff may alert the applicant that the continuation of such behavior may result in the termination of the phone call.
- Rebuild Florida staff may refer the case to OLTR CMS staff for further resolution.

If an applicant contacts OLTR CMS staff—or is referred to OLTR CMS staff—via phone and is determined by OLTR CMS staff to be exhibiting abusive or threatening behavior:

- OLTR CMS staff may alert the applicant that the continuation of such behavior may result in the termination of the phone call.
- If the applicant continues to exhibit abusive or threatening behavior, the OLTR CMS staff member may terminate the call and may notify the applicant that future communication will only be conducted in writing (email or postal mail).

If the applicant is exhibiting or, following termination of phone communication, is continuing to exhibit abusive or threatening behavior and the applicant is determined by the program to have consistently and repetitively violated the rules of decorum, or otherwise prevented OLTR CMS staff or its representatives from completing work or conducting necessary program activities:

- OLTR CMS staff will notify the applicant that failure to abide by the rules of decorum or continuing to impede program activities for reasons without merit (as determined by OLTR) may result in further action (up to and including the termination of assistance) as outlined in the grant agreement.
- If similar behavior by the applicant persists, the applicant's file will be reviewed by FloridaCommerce's internal CMS Decorum Panel to determine what further action must be taken. The CMS Decorum Panel will determine if the applicant's behavior or interference with program progress has been ongoing, continual, and severe enough to warrant termination of program assistance. During the review and determination process, the panel will review detailed Rebuild Florida and OLTR CMS staff case notes from interactions with the applicant, notes from the life of the applicant's case file, and any other relevant documentation (such as reports from contractors and other FloridaCommerce representatives).

The CMS Decorum Panel will consist of at least four FloridaCommerce staff members with experience and knowledge relevant to the issue as well as adequate knowledge of program processes. The panel will include the OLTR CMS Lead, the applicable OLTR CMS team member, a member of the applicable program from which the applicant is receiving assistance, either the Director or Deputy Director of OLTR (or their designee), and a member of the OLTR Policy Unit. Under no circumstances will an applicant's assistance be terminated, on the grounds of violating the rules of decorum or impeding program progress, without due process or at the sole discretion of one FloridaCommerce or OLTR employee.

FloridaCommerce takes threats of physical violence seriously and, when such threats are made, Rebuild Florida or OLTR staff may provide an applicant threatening physical violence against themselves or others with appropriate resources.

### **3.3.1.2 Rules of Decorum for Rebuild Florida Staff and OLTR CMS Staff**

Rebuild Florida Staff and OLTR CMS Staff must follow the below rules of decorum that include but are not limited to:

- Consistently maintain a professional demeanor when speaking to constituents.
- No use of profanity, derogatory, condescending, or abusive or threatening language when addressing constituents.
- Respond to constituent requests and concerns in a timely manner.
- Provide clear and accurate program information.
- Properly document in the system of record all applicant communication.
- Notify the applicant that failure to abide by the rules of decorum or continuing to impede program activities for reasons without merit (as determined by the program) may result in termination of assistance.

### **3.3.1.3 Rules of Decorum for Rebuild Florida Applicants**

Rebuild Florida applicants are encouraged to advocate for their and their households needs. In doing such, Rebuild Florida applicants must follow the below rules of decorum that include but are not limited to:

- No use of profanity, derogatory, condescending, or abusive or threatening language when addressing Rebuild Florida Staff or OLTR CMS Staff.
- Be respectful to Rebuild Florida Staff and OLTR CMS Staff.
- Clearly communicate any issues, requests, complaints, and/or concerns.
- Allow Rebuild Florida Staff and OLTR CMS Staff a reasonable amount of time to address and facilitate a resolution to any issues presented by the applicant.

## **3.4 Flood Insurance**

Section 582 of the National Flood Insurance Reform Act of 1994 (NFIRA), as amended, prohibited flood disaster assistance, prohibits flood disaster assistance in certain circumstances. In general, it provides that no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. This means that FloridaCommerce may not provide disaster assistance for the repair, replacement, or restoration to a person who has failed to meet these requirements.

Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a) mandates that flood insurance must be purchased for any HUD-assisted property within a Special Flood Hazard Area. Therefore, assisted applicants with structures located in a Special Flood Hazard Area must obtain and maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program (NFIP).

Applicants with HRRP assisted properties located within a 100-year floodplain must obtain flood insurance, submit proof of flood insurance, and maintain the flood insurance on the property in perpetuity.

Section 582 of the NFIRA mandates that FloridaCommerce must inform property owners receiving disaster assistance that triggers the flood insurance purchase requirement that they have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so. The requirement to maintain flood insurance shall apply during the life of the property, regardless of transfer of ownership of such property.

## 4.0 Application Intake

### 4.1 Program Application Process

Applicants will be required to complete an HRRP intake application and provide supporting documents required for eligibility review, income verification, and duplication of benefits review. All documentation submitted by the applicant must be valid at the time of submission.

Homeowners who are interested in assistance may apply via the following methods:

- Complete an application online at [www.ian.rebuildflorida.gov](http://www.ian.rebuildflorida.gov).
- Visit any HRRP Service Center at the addresses below. All service centers are open from 8AM to 5PM, Monday through Friday.

**DeSoto:**

921 E Oak St.  
Arcadia, FL 34266

**Polk:**

2405 EF Griffin Rd Suite 6 and 7  
Bartow, FL 33830

**Hillsborough:**

2901 West Busch Blvd Ste 701  
Tampa, FL 33618

**Charlotte:**

1032 Tamiami Tr #4  
Port Charlotte, FL 33953

**Putnam:**

902 S State Road 19  
Palatka, FL 32177

- Download the “Rebuild Florida” mobile app from the Google Play Store or the Apple App Store and follow the instructions provided, or
- Call 1-800-915-6803 to be connected to a Case Manager.

Each applicant will be assigned a dedicated Case Manager. Case Managers will be available at the HRRP service centers, by phone, and via email to assist the applicant through the intake process and to answer questions as needed. Each Case Manager has a direct email and phone line at which he/she can be reached. Applicants are provided direct contact information for the Case Manager assigned to the application. Alternatively, the applicant may contact a program representative by using the general contact information outlined in the bullets above.

Multiple standard methods of communication will be provided to ensure applicants receive timely, accurate information regarding their applications and the program and may contact their Case Manager as needed. Methods of communication with the Program include, but are not limited to email, phone calls/text messages, and mail correspondence. Applicants will be allowed to specify preferred contact method(s) and time(s) of day.

#### 4.1.1 Program Assessment

To ensure the most vulnerable populations are served first, FloridaCommerce utilized an initial program assessment. The initial program assessment was made available to constituents seeking information regarding HRRP assistance. Based on their responses to the assessment, constituents may receive an invitation to apply for assistance. Responses to the assessment helped FloridaCommerce evaluate whether constituents were potentially eligible for federal grant funding through the program. After evaluating responses, FloridaCommerce may transfer into the system of record information provided by

constituents whose program assessment indicates that the constituent may be deemed eligible for the program, once accuracy of all information is verified through formal application. Case Managers will communicate with the constituent regarding any outstanding intake data and eligibility documentation required to complete an application and advance to an award of benefits to eligible homeowners.

If the constituent's pre application assessment responses indicate that the applicant may not be eligible for the program, the pre-application assessment may not be transferred into the system of record, however, the applicant will still receive an email invitation to apply for the program ahead of official program launch, should they still want to apply. The email notification to apply included information on how to submit an application. Applicants who did not complete the program assessment may apply when the formal intake window opens to the public.

## 4.1.2 Affirmative Marketing Plan

HRRP is committed to affirmatively furthering fair housing through established affirmative marketing policies<sup>4</sup>. Affirmative marketing efforts for HRRP will include the following:

- In accordance with the affirmative marketing policies and procedures, program participants will be informed about available opportunities and supporting requirements through their assigned Case Manager, printed and electronic materials, publications, language access cards, and multilingual marketing.
- HRRP will conduct marketing through widely available media outlets, and efforts will be taken to affirmatively market the Hurricane Ian HRRP program as follows:
  - Conducting outreach to public or non-profit organizations and holding and/or attending community meetings.
  - Other forms of outreach tailored to reaching the eligible population, including door-to-door outreach if necessary.
- Documentation of all marketing measures used, including copies of all advertisements and announcements, will be retained, and made available to the public upon request.
- HRRP will use the Fair Housing logo in program advertising, post Fair Housing posters and related information, and, in general, inform the public of its rights under Fair Housing regulations.

## 4.1.3 Applications

The following conditions apply to all applications received by the Program:

- Only completion and submission of the official Rebuild Florida HRRP for Hurricane Ian application, including the submission of all supporting documentation, will be considered as an application for program benefits.
- Anyone who has submitted a prior application for disaster recovery assistance through a non-profit organization, federal, state, or local agency will need to submit a separate application specifically for Rebuild Florida HRRP for Hurricane Ian.
- Submission of a public comment form or other written documentation of damage during public meetings or hearings does not constitute an application to the Rebuild Florida HRRP for Hurricane Ian.
- For single-family owner-occupied applicants, regardless of the number of individuals per household, there may only be one application per household. Duplicate applications will be closed so that only one application per property address remains active.

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<sup>4</sup> This Affirmative Marketing Plan is based on the U.S. Department of Housing and Urban Development (HUD) regulations, which outline the policies and procedures for housing activities.

- Landlord-applicants who apply for a multi-unit structure such as a duplex must submit one application per structure and must own the entire structure. Landlord-applicants are only allowed one total application. Additional applications from the same landlord will be closed.
- Submitting an application does not guarantee assistance. Applications will be served based on availability of funds, prioritization, and qualification for benefits.
- Qualification for assistance will be certified by program staff prior to the commitment of any funds to an activity or beneficiary.
- Anyone who makes an inquiry about the Program will be provided assistance to apply for the program during the open application period.

## 4.2 Priority Schedule

At a minimum, 70 percent of program funds must meet the LMI National Objective as directed in the Consolidated Notice. LMI households with one or more of the following characteristics, designated by the program as vulnerability factors, will be prioritized and processed in the order that they complete an application:

- Households with seniors age 62 and older.
- Households with children under the age of 18.
- Households with special needs or special accommodation requirements (persons with disabilities).

The six phases of priority are:

**Table 1: Phases of Prioritization**

| Phase   | Percent of AMI | Is any member of the household under 18, over 62 and/or disabled? | Is the property in a HUD or State MID? |
|---------|----------------|-------------------------------------------------------------------|----------------------------------------|
| Phase 1 | <50%           | Yes                                                               | Either                                 |
| Phase 2 | <50%           | No                                                                | Either                                 |
|         | 50% – 80%      | Yes                                                               | Either                                 |
| Phase 3 | 50% - 80%      | No                                                                | Either                                 |
| Phase 4 | 80-120%        | Yes                                                               | HUD                                    |
| Phase 5 | 80-120%        | No                                                                | HUD                                    |
| Phase 6 | 80-120%        | Either                                                            | State                                  |

- Phase 1: Applicant is in a HUD- or state-designated MID Area, household income is below 50 percent AMI, and has one or more vulnerability factors.
- Phase 2:
  - Applicant is in a HUD- or state-designated MID Area and household income is below 50 percent AMI.
  - Applicant is in a HUD- or state-designated MID Area, household income is between 50 percent and 80 percent AMI, and has one or more vulnerability factors.
- Phase 3: Applicant is in a HUD- or state-designated MID Area, household income is between 50 percent and 80 percent AMI.
- Phase 4: Applicant is in a HUD-designated MID Area, household income is between 80 percent and 120 percent AMI, and has one or more vulnerability factors.

- Phase 5: Applicant is in a HUD-designated MID Area, and household income is between 80 percent and 120 percent AMI.
- Phase 6: Applicant is in a state-designated MID Area and household income is between 80 percent and 120 percent AMI.

## 4.2.1 Order of Assistance

To ensure support reached the most vulnerable household first, HRRP will prioritize the review and processing of Phase 1 and Phase 2 applications. These applicants will continue to be served through the end of the intake period. Once intake concludes, the program will begin reviewing Phase 3 applications.

Phase 4-6 will be placed on hold until funding has been obligated for all Phase 1- 3 applicants or until all funding has been obligated, whichever comes first. Rental applicants will be served after all single-family owner-occupant phases are completed. Queues are arranged so applications will be reviewed in ascending priority order based on the assigned priority phase (phase 1, then phase 2).

For purposes of assigning priority for age-dependent household member(s), age will be determined at the point when an application is submitted. Applicants and their households cannot “age into” or “age out of” priority. For example, if a household qualifies for priority because a household member is age seventeen (17) at the time the application is submitted, the priority designation will be honored throughout the life of the program. Priority does not expire when the household member turns eighteen (18). Similarly, if a household member was under sixty-two (62) years old at the time of application but turns sixty-two (62) prior to the close of the application, priority will not be assigned at the time of the household member’s sixty-second (62<sup>nd</sup>) birthday.

## 4.3 Applicant Identification

All applicants and household members will be required to submit proof of age and identity by providing a valid non-expired form of identification at the time of application submission. Forms of identification accepted by HRRP are:

- Government Issued Photo Identification (Federal or State issued);
- Driver’s License;
- Passport;
- Military ID Card; or
- Certificate of Naturalization or Permanent Resident Card;
- Birth Certificate (only applicable for minor household members)
  - If an applicant is unable to produce a birth certificate for a minor child, other documents may be considered on a case-by-case basis.

## 4.4 Applicant Designees

Applicants may choose to designate other individuals to act on their behalf or to receive information from HRRP regarding the application. Applicants may, at their sole discretion, designate a Power of Attorney, Co-Applicant, or Communication Designee, or any combination thereof. The requirements for and powers of each designated representative type vary and are outlined below.

- **Power of Attorney:** A Power of Attorney is someone who is legally authorized to act on behalf of the applicant. The powers afforded to a legally authorized Power of Attorney vary, based on the duly executed Power of Attorney document. HRRP will not aid applicants in designating or securing a Power of Attorney but will recognize the powers of a legal Power of Attorney as outlined in a Power of Attorney document submitted by the applicant.
- **Co-Applicant:** A Co-Applicant must be an adult, and co-owner of the damaged property. A Co-Applicant must also be a household member at the damaged property. Co-Applicants will have

the same authority over the HRRP application as the applicant. If a Co-Applicant is designated by the applicant, Co-Applicants must sign all program documents with the applicant. The Co-Applicant will be granted decision-making authority over the HRRP application. Applicants with joint ownership of a property must submit a Co-Owner Consent form, signed by all co-owners, which gives each co-owner's consent for HRRP to affect the damaged property up to demolishing and reconstructing the property, if the applicant qualifies to receive assistance. However, applicants are not required to designate a Co-Applicant, regardless of whether or not the damaged property is owned jointly.

- **Communication Designee:** A Communication Designee may be any adult person the applicant wishes to designate as an authorized person to receive information about the applicant's HRRP application. HRRP shall be authorized to share information with the Communication Designee, but the Communication Designee is not authorized to make any decisions regarding the HRRP application or affect the HRRP application on the applicant's behalf.

Any of the aforementioned persons, if duly appointed by the applicant, may serve as the applicant's representative in attendance of program inspections, should the applicant be unable or unwilling to attend. In the event that an applicant is unable to attend a program inspection, the applicant's designee (Power of Attorney, Co-Applicant, or communication designee) may sign the attendance sheet in the applicant's stead. However, only a Power of Attorney duly authorized to do so may sign program required documents, make agreements or decisions, or otherwise act unilaterally on behalf of an applicant.

## 4.5 Required Applicant Certifications

As part of the HRRP application process, owner-occupant applicants and landlord-applicants must sign an Applicant Certification and Homeowner Responsibilities Acknowledgement. The table below outlines the required certifications and a description of the content of the certification.

**Table 2: Applicant Certifications Collected at Intake**

| Certification                             | General Description                                                                                                                                                              |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Release of Information                    | Authorization from the applicant to share and receive personal information from third parties in connection with HRRP and for purposes of progressing his/her case through HRRP. |
| Right of Entry                            | Authorization from the applicant for the program to access the damaged property throughout the life of the application.                                                          |
| Certification of Truthfulness             | Applicant affirmation that all information provided in the application is accurate.                                                                                              |
| Subrogation Agreement                     | Applicant affirmation that any funds received for the same purpose as funds provided under HRRP after provision of assistance through HRRP must be returned to FloridaCommerce.  |
| Construction Stop Work Notice             | Applicant agreement to stop all construction work at the damaged property and take no choice limiting actions after date of program application.                                 |
| Homeowner Responsibilities Acknowledgment | Applicant understands, agrees, and acknowledges their responsibilities throughout the duration of the HRRP.                                                                      |
| Primary Residency Affidavit               | Owner-occupant applicant affirmation that at the time of the storm the damaged property address was their primary residence.                                                     |

**Conflict of Interest  
Disclosure**

Applicant's report of relationship with any public servant, employee, agent, consultant, officer, or elected official or appointed official of FloridaCommerce, or of any designated public agencies, or of subrecipients that are receiving funds under the CDBG-DR Program (collectively, "Public Servant") and the nature of said relationship. Applicants who do not have a relationship with Public Servants must report that no such relationship exists.

## 5.0 Conflict of Interest

State officials and employees, FloridaCommerce employees, and consultants who exercise functions with respect to CDBG-DR activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, are prohibited from receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure.

For purposes of this section, “family” is defined to include parents (including mother-in-law and father-in-law), grandparents, siblings (including sister-in-law and brother-in-law), and children of an official covered under the CDBG conflict of interest regulations at 24 CFR 570.489(h).

An exception to the conflict-of-interest provision may be granted should it be determined that FloridaCommerce has adequately and publicly addressed all of the concerns generated by the potential conflict of interest and that an exception would serve to further the purposes of Title I of the Housing and Community Development Act of 1974 and the effective and efficient administration of the program. No party will enter into a conflict of interest until a request for an exception has been granted.

## 6.0 Eligibility Requirements

HRRP will offer pathways to assist both owner-occupant applicants and landlord-applicants. Owner-occupant applicants and landlord-applicants who owned their properties during the time of the qualifying storm may be eligible for HRRP assistance. Each applicant will be screened for eligibility to ensure compliance with HRRP requirements.

Applicants will be required to provide complete and accurate information regarding their household composition, household income, and other eligibility criteria. Failure to disclose accurate and complete information (including failure to provide necessary documentation) may result in the applicant being deemed ineligible for assistance.

Eligibility does not ensure assistance, since a prioritization strategy will be required (consistent with program requirements) and it is expected that there will be more eligible homeowners than can be served with available funds.

Below are the threshold requirements for owner-occupant applicants and landlord-applicants to be eligible for assistance. Threshold requirements are those that will either allow a homeowner to continue to move forward in the program or result in an ineligible determination. All HRRP applicants must demonstrate compliance with all eligibility criteria. Some eligibility criteria are the same for owner-occupant applicants and landlord-applicants, whereas some differ based on applicant type.

**Owner-Occupant Applicants** applying for HRRP assistance must meet all the following threshold requirements to be eligible for assistance:

- The storm damaged property must have unrepaired storm damage caused by Hurricane Ian (DR-4673), which made landfall in Florida in September 2022.
- The storm damaged property must be located within one of the HUD- or state-identified MID areas.
- At least one person on the application with an ownership interest in-part or in-whole on the property must be able to demonstrate U.S. Citizenship or Lawful Permanent Residency.
- The applicant must have owned the damaged property at the time of Hurricane Ian and have maintained ownership.
- The applicant must have occupied the damaged structure as the primary place of residence at the time of the storm and the structure must still be their primary residence at the time of application.
- The applicant must be current on their property taxes or on a payment plan in good standing.
- If there is a mortgage on the property, the mortgage must be in good standing.
- For MHU owner-occupant applicants, if the applicant does not own the land, the lot rent for leased land must be in good standing and must stay current throughout the duration of program.
- The storm damaged property must be an eligible structure type.
- The applicant's household must qualify as low to moderate-income, with a combined annual household income equal to or less than 120 percent of the AMI, adjusted for family size.

**Landlord-Applicants** applying for HRRP assistance must meet all the following threshold requirements to be eligible for assistance:

- The storm damaged property must have unrepaired storm damage caused by Hurricane Ian (DR-4673), which made landfall in Florida in September 2022.
- The storm damaged property must be located within one of the HUD- or state-identified MID areas.
- At least one person on the application with an ownership interest in-part or in-whole on the property must be able to demonstrate U.S. Citizenship or Lawful Permanent Residency.

- The applicant must have owned the damaged property at the time of Hurricane Ian and have maintained ownership. If the property is part of a multi-unit structure, such as a duplex, the applicant must own the entire structure.
- The applicant must be current on their property taxes or on a payment plan in good standing.
- If there is a mortgage on the property, the mortgage must be in good standing.
- The applicant must not be in bankruptcy or active foreclosure.
- The storm damaged property must be an eligible structure type.
- The property must be unoccupied at the time of application.
- The property must not be located in a FEMA-designated 100-year floodplain.

## 6.1 Hurricane Ian Damage (Applies to Owner-Occupant Applicants and Landlord-Applicants)

The home must have been damaged by and have remaining damage as a result of Hurricane Ian in September 2022 and must have unrepaired damage as of the date of application. Homeowners need not to have registered for FEMA individual assistance to be eligible for the HRRP.

HRRP will verify by inspection that the home was damaged using a damage assessment. Damage to the home not caused by Hurricane Ian may be addressed only as necessary to meet program construction standards, however all eligible structures must have qualifiable tieback to Hurricane Ian.

The program will verify storm damage via a property damage assessment. In the event a damage assessment cannot demonstrate storm damage, such as in cases where the damaged structure is demolished at the time of inspection, the applicant is required to submit documentation to demonstrate the property sustained damage as a result of Hurricane Ian.

Proof of Damage options:

- FEMA, SBA, or Insurance award letters constitute proof that the home was damaged by Ian.
- In the event that FEMA, SBA, or Insurance award letters are not available, and the damage assessment report is inconclusive as to the cause of the damage, the applicant may provide alternative evidence, such as neighborhood-level media reports, inundation maps, or documentation of damage by disaster response/relief organizations which may be accepted on a case-by-case basis.
- If a homeowner was denied assistance by FEMA, assistance through the CDBG-DR program may still be available as long as damage can be tied back to Hurricane Ian. Denial of assistance by FEMA may not be used as the sole basis for the denial of CDBG-DR assistance.

## 6.2 Structure Types (Applies to Owner-Occupant Applicants and Landlord-Applicants)

### 6.2.1 Eligible Structures

To be eligible for HRRP assistance, the property must be an eligible structure type. Eligible structure types include:

- Single-Family stick-built and modular dwelling units. Modular homes will be considered stick-built homes.
- Manufactured Housing Units (MHUs)
- Condominiums, townhomes, duplexes, and other units that share a common wall may be eligible structure types for rehabilitations only.

- Duplexes. In the circumstance where the owner(s) of a duplex occupied one unit as his/her/their primary residence at the time of the storm, the duplex is an eligible structure type. If an owner did not occupy at least one unit of the duplex, the structure is ineligible for assistance from the program.
- If a duplex is deemed not suitable for rehabilitation and qualifies for a reconstruction award and the owner-applicant owns both sides of the duplex, the duplex will be demolished and replaced with a single-family home replacing the total number of bedrooms in the occupied unit up to a maximum of 4 bedrooms total.
  - If half of the duplex is a rental unit, the unit must be vacant at the time of application submission. Applicants with a vacant duplex rental unit will be advised not to enter into a lease for the property. If the unit is occupied by a tenant, the structure is ineligible for assistance from the program. Applicants are prohibited from evicting a tenant for the purpose of applying or participating in the program and will be ineligible for assistance if they do so.

## 6.2.2 Ineligible Structures

- Garages, sheds, and outbuildings not attached to the main dwelling unit are not eligible for repair but may be eligible for demolition only if deemed a safety hazard. Improvements must be permanently attached to the main housing structure.
  - Note: Garages are a non-program standard. In the event a project is located within an area governed by a local code or Homeowner's Association (HOA) with a requirement that new construction projects include a garage, the Program may construct the required garage.
- Recreational Vehicles and camper trailers used as a residence are not eligible for the program.
- Houseboats used as residences are not eligible for the program.
- Second homes, as defined in the Action Plan and Consolidated Notice.
- Seasonal, short-term, and vacation rental properties are not eligible for assistance.
- Housing units located where federal assistance is not permitted by federal regulation, including floodways, or within runway clear zones of either a civilian or military airport.
- Multifamily structures are not eligible under these guidelines. Multifamily structures are residential structures containing five or more units or multifamily residential structures located on adjacent lots.
- Properties with delinquent mortgages, delinquent real property taxes, or properties that are subject to bankruptcy proceedings or in foreclosure.
- Projects located on sites with extraordinary site conditions that are determined to be not feasible for demolition and reconstruction. Extraordinary site conditions may include but are not limited to projects with environmental concerns, projects where local building codes prohibit program scopes of work, or projects located in a floodway.

## 6.2.3 Condominiums, Townhomes, Duplexes, and Other Structures with Shared Walls

Owners of condominiums (condos), townhomes, duplexes, and other structures with common areas and shared walls or other shared structural components may be eligible for repairs under the HRRP. The applicant's damaged structure may belong to condo associations, co-op boards, and homeowner associations (all of these entities are hereafter collectively referred to as "Associations") that are responsible for the common areas and components of the entire condo, co-op, or townhome. As such, any applicant for assistance whose structure type is a condo, townhome, duplex, or other structure with common areas, shared walls, or shared structural components is required to notify the program of the

Association's rules, guidelines, bylaws, etc. (hereafter referred to as "Association Guidelines"), if applicable.

All repairs approved under this Program must benefit the homeowner's unit. Incidental benefit to common areas or other units is allowable. For example, a roof patch over the applicant-owner's unit provides benefit to the individual unit and mitigates damage to neighboring non-applicant units but does not provide a direct benefit to the other units. Conversely, a whole roof replacement would benefit all owners and not solely the applicant-owner. If the applicant is otherwise eligible for repairs, Association consent will be required for repairs, if applicable. The Association must agree to consent to repair of the homeowner's unit. Failure of the Association to agree to provide requested consent will result in ineligibility of the unit's participation in the program.

Applications for condominiums (condos), townhomes, duplexes, and other structures with common areas and shared walls will be considered based on the unit, not the structure. The structure of the unit must contain four or less units. Structures containing five or more units are multifamily structures and are ineligible for program assistance. The applicant can only apply for one unit and eligibility will be considered based on the unit's household composition. The Program may assess each application's eligibility on a case-by-case basis. It is important to clarify that while certain structural elements like roofs, walls, and siding may be eligible for repair, common areas such as meeting rooms or recreational spaces are ineligible for program assistance.

## 6.3 Location (Applies to Owner-Occupant Applicants and Landlord-Applicants)

In order to be eligible for assistance through the HRRP, the applicant's damaged property must be located in one of the following HUD or State identified MID Counties:

### HUD-Identified MID Counties

- Brevard County
- Charlotte County
- Collier County
- DeSoto County
- Hardee County
- Highlands County
- Hillsborough County
- Manatee County
- Monroe County
- Osceola County
- Pinellas County
- Polk County
- Seminole County
- Putnam County

### State-Identified MID Counties

- Flagler County
- Glades County
- Hendry County
- Lake County

- Okeechobee County
- St. Johns County

FloridaCommerce plans to spend 80 percent of the program allocation in the HUD MID areas. Per the Consolidated Notice, where HUD identified specific zip codes as MID areas, FloridaCommerce intends to expand program operations and eligibility to the whole county. The remaining 20 percent can be spent in state-identified MID Areas.

## 6.4 Proof of U.S. Citizenship or Lawful Permanent Resident (Applies to Owner-Occupant Applicants and Landlord Applicants)

The program will comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA") in determining eligibility for assistance. U.S. Citizens or Lawful Permanent Residents are eligible to receive benefits under this program. For owner-occupant applicants, at least one person on the application with an ownership interest in-part or in-whole on the property, must be able to demonstrate U.S. Citizenship or Lawful Permanent Residency to ensure program eligibility. Landlord-applicants must be able to demonstrate U.S. Citizenship or Lawful Permanent Residency to ensure program eligibility.

The documentation needed to verify U.S. Citizenship or Lawful Permanent Residency may include, but is not limited to the following:

- If the applicant, who also appears on ownership documentation, has a valid REAL ID compliant Driver's License or REAL ID compliant Identification Card, the program will consider this validation complete.
  - Note that due to Florida Department of Highway Safety and Motor Vehicles title transfer requirements, this is the only form of identification allowable for the replacement of MHUs.
- In the event a REAL ID compliant Driver's License or Identification Card is not available, applicants that have confirmed assistance using FEMA IA or SBA data for property assistance will be considered verified using this method since both FEMA and SBA validate legal residency as part of their application process.
- Applicants without a REAL ID compliant Driver's License, REAL ID compliant Identification Card, FEMA IA, or SBA assistance, must submit one of the following:
  - Resident Alien Card;
  - U.S. Birth Certificate (verified against government-issued photo ID); or
  - U.S. Passport or Certificate of Naturalization.

## 6.5 Proof of Primary Residency (Applies to Owner-Occupant Applicants Only)

The applicant(s) must have occupied the property as their primary residence as of September 28, 2022. The program verifies primary residency at the time of the storm by verifying the applicant(s)' homestead exemption which is documented in the property tax records obtained from county property appraiser where the residence is located. Applicant(s) in default or foreclosure on the property may not proceed. If a homestead exemption for 2022 at the damaged property is not available, FEMA Data or an Individual Assistance (IA) Letter, may be used to verify primary residency.

To be used as proof of primary residence, the FEMA record must show an award for home repairs, list the applicant and/or co-applicant, and the damaged property.

In the absence of a homestead exemption or FEMA IA Letter/Data, the following will be used to prove primary residency (all primary residency documentation must be from the time of the storm, in the

applicant or co-applicant's name, and reference the damaged address). In addition to a Primary Residency Affidavit, applicant(s) will provide two of the following:

- Copy of water, electric, gas, credit card, or cable bill. The bill must confirm that service was provided at the time of the storm, be in the applicant's name, and indicate usage at the time of the storm. Bills will be accepted dated in the month of September or October 2022.
- Homeowner Insurance Policy Declaration Page.
- Letter from electric, gas, cable, or other utility service provider. The letter must confirm that service was provided at the time of the storm (September or October 2022) and be in the applicant or co-applicant's name.
- Other documents may be considered on a case-by-case basis.

### 6.5.1 Primary Residency Special Circumstances

Any one of the following exceptions would apply as special circumstances related to primary residency:

- Active-duty military personnel, who own a storm-damaged home in an eligible county or ZIP code but are currently assigned to duty away from their home or they were assigned to duty away from their home at the time of the storm, are eligible to apply.
- Applicant(s) incapacitated due to illness who own a storm-damaged home in an eligible county or ZIP code and are currently incapacitated or were incapacitated at the time of the storm are eligible to apply. If the homeowner is currently incapacitated, an authorized legal representative must apply for the benefit of the incapacitated applicant.
- Applicant(s) with Ian-damaged property in an eligible county or ZIP code who were incarcerated at the time of the storm but are no longer incarcerated are eligible to apply for the program. If the applicant is incarcerated at the time of application, someone with a Power of Attorney may apply on his or her behalf.
- Applicant(s) who were in a nursing home, assisted living facility (ALFs), adult family-care home, adult group home, or other long-term care facility (collectively, nursing home), at the time of the storm but are no longer in a nursing home are eligible to apply for the program. If the applicant is in a nursing home at the time of application and unable to apply, the someone with a Power of Attorney may apply on his or her behalf.

## 6.6 Ownership (Applies to Owner-Occupant Applicants and Landlord-Applicants)

The applicant(s) must have owned the property at the time the damage occurred on September 28, 2022, and must currently own the damaged property in order to be eligible for the program. Applicants must be able to demonstrate that they owned the property at the time of the qualifying storm.

Proof of ownership can be established with the following documents:

- Warranty Deed;
- Property Tax records;
- Mortgage statement;
- Probated will; or
- Court order or judgment granting ownership of the property.

Other documents may be considered on a case-by case basis.

## 6.6.1 MHU Ownership

Applicants applying for assistance for a manufactured home unit (MHU) must establish ownership of the MHU at the time of the qualifying storm. While MHU owners do not need to demonstrate proof of land ownership to be eligible, MHU owners must demonstrate that they have legal right to occupy the land and that the landowner consents to HRRP demolishing and replacing the unit on the owner's land, should the applicant qualify to receive assistance. The landowner must provide the program with all MHU covenants, restrictions, and/or HOA rules, if applicable.

If the applicant does not own the land, the lot rent for leased land must be in good standing and must stay current throughout the duration of the program.

Proof of MHU ownership can be established with the following documents:

- Manufactured Home Title;
- Bill of Sale showing applicant name as owner and date of purchase prior to September 28, 2022;
- MHU Registration with date of purchase prior to September 28, 2022; or
- Warranty Deed identifying the MHU.

## 6.7 Special Circumstances Related to Type of Ownership

The following exceptions may apply as special circumstances related to ownership of the damaged property.

### 6.7.1 Reverse Mortgages

Applicant(s) with a reverse mortgage at the time of Hurricane Ian are eligible to apply.

### 6.7.2 Purchase Contracts

Evidence of purchase contracts must prove that a homeowner was purchasing a home on a contract by:

- The applicant presenting the notarized contract dated and executed prior to the storm for review by HRRP; and
- The applicant presenting the notarized and executed contract that was filed prior to the storm in the conveyance records of the county.

Proof that a contract has been completed and title conveyed to the purchaser is provided by:

- Evidence of recordation of the title in the name of the applicant in the conveyance records of the county; and
- Evidence that property was transferred by a warranty deed.

### 6.7.3 Act of Donation

An Act of Donation is a form of property transfer without exchange or payment. An Act of Donation must have been made prior to the storm and be:

- In writing,
- Witnessed,
- Notarized, and
- Recorded in the public record.

### 6.7.4 Trust

Property held in trust for the benefit of natural persons can be eligible for HRRP assistance as long as at least one of the occupants at the time of the storm was a current beneficiary of the trust. The trustee's

powers must include the ability to affect the damaged property. If the trustee's powers do not include the ability to affect the damaged property, the beneficiaries with an interest in the damaged property must sign the closing documents along with the Trustee.

The following is required to confirm eligibility:

- The applicant(s) must provide a copy of the trust document; and.
- The trust document or an abstract or extract of the trust must be recorded in the conveyance records of the county in which the damaged property is located. This recordation in the conveyance records of the county in which the damaged property is located may be recorded post-storm if necessary.

The applicable agreements must be executed by trustee(s) unless the trust distributes the property to a beneficiary, in which event the beneficiary receiving the property must execute the applicable agreement and occupy the residence after assistance. If the property was not serving as the primary residence for the current beneficiaries or trustee, the applicant(s) is not eligible for assistance.

## 6.7.5 Life Estate

Applicants in a life estate situation are encouraged to apply for the program. An applicant who has a valid life estate over the damaged property is potentially eligible for program assistance provided he or she also occupied the damaged property as his or her primary residence on the date of Hurricane Ian. Any such applicant shall provide evidence of the claimed life estate by way of an executed deed, trust, will, or other documentary evidence that conclusively establishes the existence of the claimed life estate that was filed prior to the storm in the conveyance records of the county in which the property is located. The program will review the applicant provided evidence of the life estate to determine if the documentation is sufficient for program eligibility purposes. Remainderman will not be required to execute the grant agreement provided there is an occupant with life estate.

## 6.7.6 Title Assistance Benefit

When there is a significant presence of Heirs Property, which occurs when land is jointly owned by descendants of deceased persons whose estate was never handled in probate, these descendants (heirs) have the right to use the property, but they do not have clear or marketable title to the property because the estate issues have not been resolved. Homeowners must have sufficient ownership rights in the property to authorize HRRP to commence recovery activities on the property.

To address the presence of Heirs Property, FloridaCommerce has developed the Title Assistance Benefit (TAB) to provide additional assistance for homeowners participating in the HRRP who are experiencing a financial hardship, where the homeowner would otherwise be eligible for rehabilitation, reconstruction, or replacement assistance but is unable to move forward due to pending Heirs Property title issues. The TAB provides assistance under the HRRP to resolve Heirs Property title issues, provided the household is at or below 50 percent AMI and is a beneficiary also receiving assistance for the rehabilitation, reconstruction, or replacement of their Hurricane Ian damaged property.

The TAB is a housing assistance benefit not directly resulting in the rehabilitation, replacement, or reconstruction of a home. Therefore, TAB does not count against the program cap for rehabilitation, replacement, or reconstruction of the home. The HRRP maximum assistance cap identified in these guidelines applies to hard and soft construction costs associated with the Hurricane Ian repairs. TAB will be capped at a maximum of \$20,000 in program sponsored payments.

TAB can fund legal services to assist HRRP participants with resolving title issues related to Heirs Property. Reevaluation of assistance to exceed the \$20,000 cap is available on a case-by-case basis by the FloridaCommerce Policy Exceptions Review Panel following extenuating circumstances.

TAB will remain an eligible activity for the first six months following program launch. After six months following program launch, in order to remain responsible and effective in the use of CDBG-DR dollars,

RebuildFlorida will prioritize the use of remaining funds to direct costs pertaining to actual construction of housing projects.

#### 6.7.6.1 Title Assistance Benefit (TAB) Eligibility

The following are threshold requirements, which must be met for a homeowner to be eligible for assistance. Eligibility does not ensure assistance. In addition to the criteria listed above, the following eligibility criteria also apply:

- The homeowner must be an active participant in the HRRP. “Active” participants are defined as HRRP homeowners who are post-application, meaning the homeowner has provided all the information requested by the application but has an unresolved title interest to the property due to the property being shared Heirs Property.
- The homeowners must have a total household income at or below 50 percent AMI.
- The homeowner must be eligible for HRRP assistance if not for the Heirs Property title issues.
- The homeowner must not receive concurrent legal assistance from other governmental or charitable organizations that would cause a DOB.
- The homeowner must have exhausted any funding received from another source for legal assistance, such as a non-profit organization or legal aid, prior to provision of CDBG-DR TAB funds.

Funds must be used for title resolution services related to Heirs Property. The TAB is not a DOB to housing rehabilitation, repair, or reconstruction funds, as it constitutes a separate and distinct eligible activity.

Applicants with ownership interest in a property who cannot supply the acceptable ownership documents as outlined in this guideline due to heirship or probate issues may be afforded up to one (1) year from the date of application to clear title defects related to probate and/or heirship and provide the program with an acceptable document to demonstrate ownership. If an applicant cannot sufficiently resolve ownership issues within **one (1) year of application submission**, the case will be deemed ineligible for failure to sufficiently prove ownership of the storm-damaged property.

#### 6.7.7 Death of Eligible Owner Occupant

If an applicant passes away after an HRRP application is submitted, but before construction begins, the applicant’s heir may be deemed eligible to receive assistance through HRRP if:

- The heir is a household member listed on the application; and
- The heir can demonstrate current ownership of the storm damaged property via one of the accepted methods outlined in this section; and
- The heir meets all other eligibility requirements including qualification as an LMI household.

If no eligible household member-heir is identified, the application will be closed. If the applicant passes away after program construction has begun, the program will complete construction of the property.

### 6.8 Property Taxes (Applies to Owner-Occupant Applicants and Landlord-Applicants)

All applicant(s) must be current on their property taxes, or current on a locally approved payment plan through the local taxing authority, except for MHUs located on non-owned land (leased lots). HRRP will have the applicant provide documentation from the local Property Appraiser’s Office or may obtain such information electronically from a local tax collector’s office.

Owners of MHUs on non-owned land will be required to complete a landowner authorization form confirming that the landowner consents to the construction. Property taxes will be used to confirm the authorization is completed by the landowner.

Properties with delinquent real property taxes are ineligible.

## 6.9 Mortgage in Good Standing (Applies to Owner-Occupant Applicants and Landlord-Applicants)

If the subject property has a mortgage, the mortgage must be in good standing, with no arrearages. Applicants who have a mortgage on the subject property must submit proof of a mortgage in good standing at the time of application. Applicants who have previously fallen into arrears on a mortgage may be eligible, if the applicant can demonstrate the mortgage is currently in good standing or that a payment plan has been agreed to by the lender and the payment plan is in good standing.

Properties with delinquent mortgages, or properties that are subject to bankruptcy proceedings or in foreclosure are ineligible.

## 6.10 Income Eligibility Requirement (Applies to Owner-Occupant Applicants Only)

All homeowners must meet income eligibility criteria in order to be eligible for assistance. To meet this eligibility requirement, homeowners must be LMI with a total household annual gross income that does not exceed the 120 percent AMI, adjusted for family size, as published annually by HUD. The program will not assist anyone whose household income exceeds 120 percent AMI.

The Rebuild Florida HRRP income calculation includes the annual adjusted gross income (AGI) of all adult household members, including earnings and in-kind sources like Social Security and pensions. The program will use HUD's published income limits for each county or metropolitan statistical area to determine eligibility. Household income will be based on the household's annual income data per the most recent IRS 1040 adjusted gross income definition, as verified by receiving a copy of all the adult household members' most recent tax form(s).

The program will use the processes for calculating income as defined by HUD, and as described in the following paragraphs. The program certifies income at the point at which sufficient documentation is provided and remains valid for one year.

Recertification of income will not be required when a homeowner has executed his/her grant agreement within one year of the income certification date. Income must be recalculated by the program and recertified if the grant agreement has not been executed within one year of the date of the original income certification.

The program may collect and analyze appropriate income documentation for adult household members through third-party verification or source documentation when necessary. This process may include obtaining copies of the most recent tax form(s). All tax return information must be accompanied by a completed Tax Return Certification form attesting that their income has not changed since their most recent tax return and is not expected to change in the next 12 months.

Situations may occur where an applicant(s) or household member(s) may have had no obligation to file a return, has not yet filed it, or filed an extension. If any adult household member did not file a prior year income tax return, the household member is required to submit current documentation that reflects their current income. Along with the appropriate income documentation, the applicant and/or household member must complete an Income Self-Attestation form. The following income documentation will be required for each adult household member only if the type of income is applicable and if a prior year income tax return is not available:

- **Wages:** All paystubs within the past ninety (90) days, or current W-2 Forms, with volume to be based on pay frequency listed below;
  - If paid weekly, twelve most recent paystubs must be submitted to the program.
  - If paid bi-weekly, six most recent paystubs must be submitted to the program.
  - If paid monthly, three most recent paystubs must be submitted to the program.
- **Retirement or Social Security:**
  - Past three (3) Monthly Bank Statements (Social Security Benefits and Pension only),
  - Current Social Security Benefits letter (including benefits paid to minors),
  - Current Pension/Retirement Benefit letter (if applicable), or prior year 1099 form, or
  - Current Annuity Payment letter (if applicable), or prior year 1099 form;
- **Self-Employment Income:** Most recent tax return (1040 or 1040A), W-2 Forms; and/or Current year profit and loss statement;
- **Rental Income:** Current lease agreements
- **Unemployment Benefits:** Current benefit letter with gross benefit amount;
- **Court Ordered Alimony/Spousal Maintenance:** Copy of court order documentation;
- **Taxable Interest and Dividends** (including amounts received by, or on behalf of minors);
- **No Income:** Adult household members who do not earn an income will be required to submit a Certification of No Income.

### 6.10.1 HUD Income Limits

HUD publishes income limits annually in or around April and issued the 2024 limits on April 1, 2024. At program launch, HRRP will use the 2024 HUD income limits by county to verify applicant household income. HUD income limits for 2025 were published on May 1, 2025. Applications will be evaluated based on the HUD income limits in effect when the application reaches income verification. The program will update the income tables for the program each year when the new income tables are made effective by HUD<sup>5</sup>.

### 6.11 No Bankruptcy or Foreclosure (Applies to Landlord-Applicants Only)

Landlord-Applicants must submit a current credit report from a nationally recognized credit reporting agency. Landlord-Applicants must not be in active foreclosure on any property, including but not limited to the subject property and must not be involved in bankruptcy proceedings, even bankruptcy proceedings not related to the subject property. Landlord-Applicants in foreclosure or bankruptcy of any kind are not eligible to receive assistance through HRRP.

### 6.12 Property Must not be in 100-year Floodplain (Applies to Landlord-Applicants Only)

In an effort to create affordable housing options in areas less susceptible to future disasters, properties of Landlord-Applicants must not be located in a 100-year floodplain. This eligibility requirement is intended to mitigate the impact of future disasters on low- to moderate-income renters by ensuring that rental properties assisted by HRRP are not located in known flood hazard areas.

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<sup>5</sup> HUD Annual Income limits are available online at <https://www.huduser.gov/portal/datasets/il.html>.

## 6.13 Property Must be Vacant at Time of Application (Applies to Landlord Applicants Only)

A goal of HRRP is to create decent, safe, and sanitary affordable housing throughout impacted areas. In an effort to bring new rental units to the market and to restore rental units severely damaged by Hurricane Ian that remain uninhabitable, properties of Landlord-Applicants must be vacant at the time of application. The program will verify this eligibility requirement via a certification signed under penalty of perjury by the Landlord-Applicant. Landlord-Applicants are prohibited from evicting lawful tenants for the sole purpose of complying with this eligibility criterion.

## 7.0 Duplication of Benefits (DOB)

### 7.1 Overview

Eligible homeowners may have previously received assistance from other sources for the repair of their storm- damaged property. The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., prohibits any person, business concern, or other entity from receiving federal funds for any part of such loss as to which he/she has received financial assistance under any other program, from private insurance, charitable assistance, or any other source. During the application process, the applicant must report any and all assistance received from other sources for the repair, replacement, or reconstruction of their storm-damaged property. Previous funds received and reported by the applicant are verified by HRRP during the duplication of benefits (DOB) review process. As subsequent disasters (Hurricane Helene, Hurricane Milton) have occurred since the time of the Ian HRRP launch, applicants will be required to self-report any funding received for subsequent storms prior to completion of contract signing. Not all previous assistance received constitutes a duplication of benefits.

To determine if a duplication of benefit exists, HRRP first considers the “total assistance” available to each applicant for Hurricane Ian, Hurricane Helene, Hurricane Milton, and any subsequent storm recovery. Total assistance includes all reasonably identifiable financial assistance available to the applicant. Total assistance does not include personal assets such as money in a savings account or credit cards. After total assistance has been determined, HRRP subtracts non-duplicative assistance received. Non-duplicative assistance is: (i) assistance provided for a different purpose than HRRP funds; or (ii) assistance provided for the same purpose as HRRP funds that was expended for a different eligible use.

Duplication of benefits occurs when total assistance received by the applicant exceeds non-duplicative assistance received by the applicant. If a duplication of benefits occurs, the applicant’s HRRP award must be reduced by the amount of the DOB.

Available assistance and non-duplicative assistance are described in greater detail below.

### 7.2 Common Available Assistance

The following are sources of funding that are commonly provided for structural damage and loss and are considered available assistance to the applicant, if the applicant received funding from any of these sources:

- FEMA Individual Assistance for Structure (IA),
- FEMA National Flood Insurance Program (NFIP),
- Private Insurance,
- Increased Cost of Compliance (ICC),
- Small Business Administration (SBA)
- Any other funding source available to the homeowner for the same purpose as a CDBG-DR grant that may duplicate assistance.

Funds received from any source including flood insurance, FEMA, and hazard insurance that were used to repair storm damage to the applicant’s home prior to application to HRRP may reduce the amount of available assistance considered.

Any additional funds paid to applicant awardees for the same purpose as the HRRP housing assistance award after or before the state has completed the repair, rehabilitation, or replacement of the homeowner’s housing units must be returned to FloridaCommerce.

## 7.2.1 FEMA Individual Assistance (IA)

FEMA IA assistance may have been provided to applicants for home repairs. In cases where applicants have received assistance for home repairs, such amount will be considered duplicative by the program. FEMA IA will be determined and verified by the program through FEMA provided datasets or through applicant provided information originating at FEMA such as a FEMA Award letter. If evidence is provided that the FEMA award included assistance for items not related to structure repair, then the amounts not related to structural repair will not be counted as a DOB. If HRRP is unable to verify the FEMA IA amount through the FEMA database, HRRP will use the payment amount provided by the homeowner at the time of application, as evidenced on their FEMA IA award letter.

If a homeowner provides documentation demonstrating that the FEMA IA amount provided by the FEMA database includes non-structural related amounts, HRRP may use the documentation provided by the homeowner to adjust the FEMA IA payout amount.

## 7.2.2 FEMA National Flood Insurance Program (NFIP)

Any payments for loss to the dwelling due to the qualifying storms under NFIP insurance policies may be considered available assistance. Payments for contents or other expenses are not considered available assistance, as this is funding provided for a different purpose than funds provided by HRRP. HRRP will verify NFIP claim information using third party data provided by NFIP. If an applicant is able to provide documentation demonstrating that the insurance proceeds amount provided by the NFIP database includes items not related to the structural loss, HRRP may consider the documentation provided by the homeowner to adjust the insurance payout within the DOB calculation. The documentation provided by the homeowner must come from the insurance company which issued the payments, and it will be included in the homeowner file.

## 7.2.3 Increased Cost of Compliance (ICC)

Structures damaged by a flood may be required to meet certain building requirements to reduce the risk of future flood damage before the structure can be repaired or rebuilt. To help cover these costs, the NFIP includes Increased Cost of Compliance (ICC) coverage for all new and renewed Standard Flood Insurance Policies. ICC is considered a DOB if a property owner requests reimbursement or additional assistance for elevation, demolition, floodproofing, or relocation—one of the four options available under ICC—and has already received an ICC benefit under the NFIP. The program will determine DOB regarding ICC funds for elevation and/or demolition activities. If HRRP is unable to determine the amount/or purpose of the ICC proceeds using documentation provided by the homeowner, the Program will seek additional information from other reliable sources including other government programs, including direct information from NFIP.

## 7.2.4 Private Insurance

All property, flood, or casualty insurance settlement amounts for loss to dwellings are considered available assistance. Private insurance payments for contents or other expenses are not considered available assistance, as this is funding provided for a different purpose than funds provided by HRRP. All private insurance settlement amounts for loss to dwellings are considered available assistance for purposes of calculating DOB.

Insurance proceeds are determined and verified by HRRP by contacting the insurance company directly. If HRRP is unable to verify the private insurance proceeds through the insurance company, HRRP will use the claims payout amount provided by the homeowner.

As set forth in the AAN, “applicants for CDBG–DR assistance are expected to seek insurance or other assistance to which they are legally entitled under existing policies and contracts”. Therefore, applicants seeking funds under HRRP were/are expected to file a claim with private insurance if the damaged

property was insured at the time of the storm. As such, the DOB Analyst will reach out to the applicant to collect insurance claim information from the applicant if:

- The applicant reported having insurance, but reported that he/she did not file a claim for disaster recovery assistance; or
- The applicant reported having a mortgage on the property but reported he/she did not have insurance at the time of the storm.

If an owner-occupant applicant who had insurance or a mortgage (which indicates the property is insured) did not file a claim for the qualifying storm(s), the applicant will be required to file a claim and provide evidence of the insurance company's response regarding the claim. If the insurer approves the claim, the amount of funding approved by the insurance company will be considered in accordance with section 7.0 Duplication of Benefits (DOB) of the HRRP Program Guidelines. If the insurer indicates that the deadline to file a claim for the qualifying storm(s) has passed or that the applicant's claim is otherwise denied, HRRP may serve the applicant if an unmet need is confirmed, as the funds are no longer available to the applicant.

## 7.2.5 Small Business Administration (SBA)

Federal regulations deem approved SBA loans for repair and reconstruction to be available assistance for federally funded repair programs. If an applicant has executed a loan with SBA to cover the cost of repairs or reconstruction, the total amount of the approved loan is considered available assistance unless the applicant has declined the loan or requested a reduction after SBA initial approval of the loan. As described in 88 FR 32046, "The amount of a subsidized loan that is declined or canceled is not a DOB."

The Program will collect SBA information provided by the applicant through the application process. In addition, the Program may obtain a data feed from SBA to verify all approved amounts for SBA loans. The Program will collect specific information from SBA that breaks out the approved SBA loan amounts into different assistance categories (e.g., real property, personal property, vehicles, etc.).

### 7.2.5.1 Declined SBA Loans

Declined loans are loan amounts offered by a lender but turned down by the applicant, meaning the applicant never signed loan documents to receive loan disbursements. HRRP will attempt to verify declined loan amounts using third-party data from SBA. Declined loans must be documented through the SBA data feed in conjunction with written certification from the lender (SBA), for declined loans to be considered funding not available to the applicant.

### 7.2.5.2 Cancelled SBA Loan Amounts

Cancelled loans occur when the applicant (borrower) has entered a loan agreement, but all or a portion of the loan amount was not disbursed and is no longer available to the applicant. The loan cancellation may be due to the default of the borrower, agreement by both parties to cancel the undisbursed portion of the loan, expiration of the term for which the loan was available for disbursement, or other reasons. The cancelled loan amount is the amount that is no longer available to the applicant.

If an applicant cancels all or a portion of an SBA loan related to the repair of the dwelling, only the accepted loan amount will be considered a DOB. Cancelled subsidized loan amounts are not considered funds available to the applicant but are subject to further requirements below. Applicants may not take actions to reinstate the canceled loan or draw any additional undisbursed loan amounts.

- Cancelled loans that were never drawn must be documented through the SBA data feed demonstrating the \$0 draw in conjunction with written communication from the lender (SBA).
- Cancelled loans that had a portion of the loan drawn, but the remainder cancelled must be verified in the SBA data feed in conjunction with written communication from the lender (SBA). The accepted current loan amount will be considered a DOB.

## 7.2.6 Other Sources

Funding received for the same purpose of a Program award, such as funding provided by a non-profit entity or the US Army Corps of Engineers (USACE) to assist applicant with rebuilding their home must be reported by the applicant through the application process and must be accounted for and verified by the Program. In addition, the support documentation related to other duplicative funding sources must be provided by the applicant, verified by the Program, and applied as a duplication of benefits by the Program.

## 7.2.7 Funds From Subsequent Storms (Helene, Milton, Etc.)

Florida has experienced multiple disasters since the initial launch of the Hurricane Ian Housing Repair and Replacement Program (HRRP). Specifically, to date, both Hurricane Helene and Hurricane Milton have received Individual Assistance (IA) declarations from FEMA in counties that are eligible for assistance under the Hurricane Ian HRRP program. It is also possible that there will be additional storms in the future.

The following counties are Ian HRRP eligible counties with IA declarations due to Hurricane Helene: Charlotte, Collier, Hillsborough, Manatee, Pinellas, and Putnam. Furthermore, the following counties are also Ian HRRP eligible counties with IA declarations due to Hurricane Milton: Brevard, Charlotte, Collier, DeSoto, Flagler, Glades, Hardee, Hendry, Highlands, Hillsborough, Lake, Manatee, Okeechobee, Osceola, Pinellas, Polk, Putnam, Seminole, and St. Johns.

Many citizens may now be faced with worsened damage initially caused by Hurricane Ian. Citizens in this situation, may be eligible to receive disaster recovery assistance resulting from Hurricane Helene and Milton from sources other than HRRP.

To continue to expedite the recovery of disaster survivors, while maintaining compliance with Duplication of Benefits guidance, applicants will be required to complete a self-certification of additional disaster recovery funding received (related to Helene, Milton, or potential other future storms) prior to the completion of Contract Signing. Applicants that self-certify no funds received, will continue to move forward in the process, while those that report receiving new funding, will have their Duplication of Benefits review status reset and a secondary review completed to document any potential impact and/or creation of an unfunded gap. HUD's latest guidance confirms that applicants may self-certify funding received in situations where multiple disasters impact the same area.

Lastly, as FEMA (and other Federal) data related to Hurricane Helene, Hurricane Milton, and any other subsequent disasters is made available, the Duplication of Benefits external dataset will be updated, and reviews will check against all relevant disasters on a going forward basis. Applicants with insurance will also have potential Helene, Milton, or other claims reviewed and applied on a going forward basis to ensure all duplication of benefits are captured.

## 7.2.8 Assistance Not Considered Duplicative

Not all assistance received by an applicant is considered duplicative of assistance provided under HRRP for housing repair, replacement, or reconstruction. Previous assistance received that is considered non-duplicative will not be considered a duplication of benefit.

The Program will allow for reductions of duplication of benefit totals if the applicant can prove that the use or control of the funds meet certain criteria. In accordance with Federal Register, Vol. 88, No. 96, May 18, 2023, HRRP may exclude for duplication of benefits purposes assistance that was: (1) provided for a different purpose; or (2) provided for the same purpose, but for a different, allowable use. Each of these categories is further described below.

### **7.2.8.1 Funds for a Different Purpose**

Any assistance provided for a different purpose than the CDBG-DR eligible activity, or a general, non-specific purpose (e.g., “disaster relief/recovery”), and not used for the same purpose must be excluded from total assistance when calculating the amount of the DOB. There are three (3) general categories for which homeowners generally receive assistance: (1) replacement housing; (2) repair assistance; or (3) interim (temporary housing). Of these three categories, the assistance provided by HRRP is generally considered to be repair assistance. Funding received for purposes different from the purpose of assistance offered under HRRP will be excluded for purposes of duplication of benefit determination.

### **7.2.8.2 Funds Not Available to the Applicant**

Funds that are not available to an applicant may also be excluded from the final award calculation. Funds are not available to the person or entity if the person does not have legal control of the funds when they are received and are used for a non-duplicative purpose.

For example, if a homeowner’s mortgage requires any insurance proceeds to be applied to reduce the lien balance, then the bank/mortgage holder (not the homeowner) has legal control over those funds. Therefore, the homeowner is legally obligated to use insurance proceeds for that purpose and does not have a choice in using them for any other purpose, such as to rehabilitate the house. Under these circumstances, insurance proceeds do not reduce assistance eligibility. Alternatively, if a disaster-affected homeowner chooses to apply insurance proceeds to reduce an existing mortgage, or requests that the lender demand payment, insurance proceeds reduce the amount of disaster assistance eligibility. In addition, if a mortgage requires insurance proceeds to be used for repair of the property, those proceeds must be considered a DOB for that purpose. A homeowner does not need to possess cash assistance to be considered as being in legal control over receiving benefits for a particular purpose.

#### **Contractor Fraud**

If a homeowner was a victim of contractor fraud, the amount paid to the contractor is not to be counted as a DOB provided the homeowner filed a police report and made every effort to recover the funds prior to the date of the application.

#### **Forced Mortgage Payoff**

If a homeowner’s mortgage company placed a force payment on insurance proceeds, the insurance amount may not count as a DOB. In such cases, the amount verified by HRRP that was used for this purpose can be excluded from the DOB calculation if it is supported by appropriate supporting documentation. Such documentation should be in the form of a letter that is on mortgage company letterhead and signed by an authorized mortgage company representative stating the homeowner was required to use disaster assistance funds for mortgage pay down. HRRP will attempt to verify this information with the homeowner’s mortgage company. Voluntary mortgage payoff, using insurance proceeds, is a DOB that will be counted in a homeowner’s award calculation.

#### **Legal Fees**

Legal fees that were paid in successfully obtaining insurance proceeds will be credited to the homeowner and will be excluded as part of their DOB. Homeowners will need to provide evidence of payment and a judgment or settlement document demonstrating the homeowner’s success in the legal action. All other legal fees that a homeowner may have paid out of any disaster assistance proceeds will be included as part of their DOB.

### **7.2.8.3 Funds for the Same Purpose, but Different Eligible Use**

Funds received for the same purpose as funds provided under HRRP, but that were used by the applicant for a different allowable use may be excluded from the final award calculation. In some instances, funds provided for the same general purpose (e.g., rehabilitation of a home) as the CDBG-DR funds, may have been used by the applicant for a different allowable use. In these circumstances, if the applicant can document that the funds received were used for a different, but eligible, use, then the funds are not

duplicative. During the damage assessment, the program will conduct a Damage Repair Valuation (DRV), which quantifies a value assigned to repairs completed by the applicant prior to program application. The DRV is further described in the Damage Assessment and Environmental Review section (8.0 Damage Assessment and Environmental Reviews) of these program guidelines. Eligible, verified repairs outlined in the DRV will be used to exclude duplication of benefits as funds for the same general purpose (home repair), but different eligible use.

The applicant may also provide documentation, such as receipts or paid invoices, demonstrating that funding was spent on a different eligible use. The Program will review documentation submitted on a case-by-case basis.

#### Allowable Cost of Repairs

Homeowners who used benefits received from insurance, SBA, and FEMA or other sources to make repairs to their Hurricane Ian-damaged property and can document these expenditures may be able to deduct verifiable amounts of these expenditures from the DOB assessment. This means that the original DOB amount assessed by HRRP can be reduced by the amount the homeowner spent on verifiable eligible repairs.

A program inspector must determine with reasonable assurance that the repairs were made after the date of the hurricane by conducting a DRV, which will be used to inform the DOB and evaluation process. Xactimate will be utilized to determine the value of the repairs.

## 7.3 Calculation of Duplication of Benefits

The DOB Review is conducted in accordance with HUD's guidance as outlined in Federal Register, Vol. 88, No. 96, May 18, 2023<sup>6</sup>.

The basic framework for DOB review is as follows:

- Determine all previous assistance received.
- Subtract all non-duplicative assistance.

If the result of this is a positive number, the applicant has a duplication of benefit gap. Duplication of benefit must be deducted from the maximum award an applicant is qualified to receive under HRRP, in accordance with federal law. Because HRRP grants awards to eligible applicants in the form of home repair, reconstruction, or MHU replacement, with no funds being paid directly to the applicant, duplication of benefits must be resolved prior to award, either through a reduction in the amount of benefit the homeowner will be provided by HRRP, known as a scope reduction, or by the applicant providing funds to HRRP in the amount of the DOB gap. Scope reduction and applicant payment may be used in combination to reduce the DOB gap to \$0.

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

### 7.3.1 Duplication of Benefits Gap

A DOB Gap is the total amount of excludable and non-excludable benefits received, less the dollar amount of excluded benefits (excludable benefits). If the amount of previous assistance received minus excludable benefits is greater than \$0.00, that creates a DOB Gap. If the DOB analysis reveals that a DOB Gap exists, the DOB gap must be satisfied (reduced to zero) prior to the execution of a Homeowner Grant Agreement.

The DOB Gap may be satisfied by the applicant in one or a combination of the following ways:

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<sup>6</sup> For full text of 88 FR 32046, please visit: <https://www.hud.gov/sites/dfiles/CPD/documents/FR-6393-N-01-AAN.pdf>

- The DOB Gap amount along with all future non-excludable benefits received by applicant(s) shall be provided to FloridaCommerce and deposited in a DOB Gap Funding Account prior to the execution of the Homeowner Grant Agreement.
- If the applicant qualifies for a reconstruction or replacement award, the DOB Gap may be satisfied through a scope reduction which reduces the dollar value of the benefit provided to the applicant through HRRP, as described in the sections below.
  - Applicants who qualify for a repair award may not elect a scope reduction.
  - Scope reductions that would cause overcrowding will not be authorized.

Applicants will be notified in writing if a DOB Gap is discovered. Applicants will have thirty (30) days from the date of notification of DOB Gap to appeal the DOB gap determination or satisfy the DOB gap by providing funds in the amount of the DOB gap, accepting a scope reduction as described below, or both. If an applicant fails to satisfy the DOB gap within the thirty (30) day timeframe allotted, the applicant's case will be closed.

### **7.3.1.1 Rehabilitation with DOB Gap**

If the program is rehabilitating the damaged property and the DOB Gap is discovered, the applicant *must* provide funds in the amount of the DOB Gap to be deposited into a DOB Gap Funding Account prior to executing a program grant agreement. If the applicant does not deposit additional funds, then rehabilitation will not start on the damaged property until the DOB Gap is resolved. Given that rehabilitation will only bring the home back up to current code or program standards, the scope reduction option to cover DOB Gaps cannot be offered on rehabilitation projects.

### **7.3.1.2 Reconstruction or Replacement**

If the program is reconstructing or replacing the damaged property and the DOB Gap is discovered, the applicant shall either (1) provide funds in the amount of the DOB gap to be deposited into a DOB Gap Funding Account prior to the execution of the grant agreement and/or (2) take a scope reduction which reduces the dollar value of the benefit provided to the applicant through HRRP.

Applicants may not utilize DOB Gap Funding for construction activities such as upgrades, additions, or other unnecessary activities.

Applicant-provided funds that are deposited into the DOB Gap Funding Account for DOB Gaps will count toward the HRRP award cap of \$350,000. All DOB Gap Funding will be drawn down first, prior to the use of program funds.

Applicants eligible for reconstruction or replacement may elect to take a scope reduction and/or provide funding to close the DOB Gap. If the applicant elects to take a scope reduction, the HRRP program will assist the applicant with choosing a smaller house plan. Scope reductions that would cause overcrowding will not be authorized.

Scope reduction may be used to satisfy a DOB gap up to \$20,000. If the DOB gap remains greater than zero upon scope reduction, the applicant is required to provide the DOB gap funds with a cashier's check or money order. If the applicant is unable or unwilling to provide funding for the DOB Gap within the allotted time frame, the application will be closed.

### **7.3.1.3 DOB Gap Exceeds ECR**

An applicant can meet the requirements for program eligibility, but not qualify for an award. If the previous benefits received by the applicant is greater than the estimated cost to complete the repair, reconstruction, or replacement project, the applicant will be deemed not eligible for assistance.

## 7.4 Tax Filings

Personal income tax filings related to losses to the home do not affect funding assistance awards and are not considered DOB. Homeowners should consult their personal tax consultant to seek guidance regarding any tax-related matters.

## 7.5 Subrogation

When an applicant receives benefits from federal disaster assistance sources, non-profits or their insurance after the award determination is made, these funds may be owed by the applicant to the program. Applicants are made aware of this at the application stage, through program reminders, and at award closing where the grant agreement is executed. As part of the grant agreement process, applicants also sign a subrogation agreement.

## 8.0 Damage Assessment and Environmental Reviews

### 8.1 Overview

All federal regulations regarding procurement, labor standards, environmental reviews including lead paint requirements apply to this program. Application may require additional review as issues are resolved which may extend the review process timeframe.

The program performs an on-site inspection of damage upon completion of all third-party verification required by HRRP as well as an environmental review. Environmental reviews are required to be performed on each applicant's property to be eligible for the program. Applicants are notified in writing at the application submission stage to cease any work in progress on a damaged residence until the environmental review is complete. This notice is provided in the acknowledgment section of the online application. Applicants who do not cease work may be ineligible for the program. The program inspector must have full access to the property to note any work that has been started and/or completed.

### 8.2 Damage Assessment

As stated in the AAN, all CDBG-DR funded property improvements must be for unmet housing needs resulting from the qualifying disaster, Hurricane Ian. Non-Hurricane Ian damage may only be addressed on structures that also have Hurricane Ian-related damage. Structures built before 1978 must be inspected for lead-based paint (LBP) hazards. Where such hazards are detected, the homeowner(s) will be notified, and appropriate steps will be taken to mitigate dangers from LBP.

A damage assessment will be conducted at each property to confirm the property is an eligible structure type and to confirm the home has unrepaired storm damage. Information collected during the damage assessment is used for the following key program determinations:

- **Eligibility** – To be eligible for assistance, property must have remaining storm damage and the structure must be an eligible structure type. The damage assessment confirms both of these items. If it is discovered during damage assessment that the home does not have unrepaired storm damage or that the property is an ineligible structure type, the applicant will be deemed ineligible.
- **Award type** – the Estimated Cost of Repair (ECR) is compared against the pre-storm value of the structure to determine the award type. The ECR is also compared against the pre-storm value of the structure to determine whether the property is substantially damaged (SD) or would be substantially improved (SI) after receipt of program assistance.
- **Duplication of Benefits** – During the damage assessment, the inspector creates a DRV, which quantifies repairs made by the homeowner (if applicable). DRV amount will be considered during DOB review and may be used to offset DOB for eligible repairs.

Program staff will conduct site visits to observe and record the presence of unrepaired storm damage resulting from Hurricane Ian, determine the extent of the damage, and determine the estimated cost of rehabilitation. The applicant(s), communication designee, or Power of Attorney will need to be present for these site visits. The inspector will be required to inspect the interior and exterior of the home to observe and record damage. The inspector will note any environmental concerns on the site or nearby that could affect the evaluation.

During the damage assessment, the inspector also creates an ECR. The ECR provides a documented line item by line-item estimate of the damage observed during an onsite visit to a homeowner's property that quantifies the materials and labor necessary to repair observed damage. The ECR is calculated using Xactimate and incorporates costs necessary to repair storm damage, meet HUD HQS, and ensure that the property is decent, safe, and sanitary.

The ECR does not provide an evaluation that takes into account an exact replacement of the homeowner's original home. In contrast to insurance estimates that may be based on replacement costs, the ECR evaluation is based on standards for basic livability developed for the program and on costs developed by the construction industry for those items. The methodology used to prepare the ECR is to account for those scope items that can be counted, measured, or observed. No destructive testing is performed during the estimation process; however, the damage assessors will be as thorough as possible at the time of inspection. Limitations such as hidden damage exist due to the lack of destructive testing and the home generally being lived in/non-vacant at the time of inspection. This means that hidden damage is not accounted for during this process. For example, termite damage behind a wall would not be discoverable during the estimation process if the wall covering is intact.

## 8.2.1 Feasibility of Repair Analysis

As a recipient of Federal funds, FloridaCommerce is charged with ensuring that the costs of its activities are reasonable and necessary. Therefore, each property assessed under the HRRP will be analyzed for feasibility of repair consistent with an overall program goal to improve the housing stock of the impacted areas.

Following initial applicant eligibility activities, the damage assessment team will conduct a site visit to the home to:

- Determine if the property has any unrepaired storm damage remaining;
- Complete the Tier II environmental review checklist;
- Prepare a DRV; and
- Prepare the preliminary ECR.

If, after the site visit, it is discovered that the home does not have any unrepaired storm damage, the application is ineligible to participate in the program.

During the feasibility analysis following the completion of the ECR, the determination will be made as to whether the home will proceed as a rehabilitation, MHU replacement, or a reconstruction. If the home is determined to be a reconstruction project or an MHU replacement project, the home will be replaced with a standardized floor plan of the same bedroom/bathroom composition. Homeowner requests to customize the floor plan or change the approved scope of work will not be authorized outside of an approved reasonable accommodation.

In the event the current occupancy of the home results in an overcrowding instance, the program will reconstruct a home consistent with established HUD best practices. The program has elected to attempt to solve overcrowding situations to the extent they can be solved up to a maximum configuration of 4 bedrooms and 2 bathrooms for a MHU replacement, or a reconstruction. Policy exceptions are not required to solve overcrowding situations.

The environmental team will use the checklist and photos provided by the inspector to complete the Tier II environmental review record (ERR). Any environmental mitigation factors, inclusive of any LBP and asbestos-containing materials (ACM) abatement requirements, will be incorporated into the final ECR which will be the document utilized for Feasibility Analysis.

## 8.2.2 Lead-based Paint (LBP) and Asbestos Hazard Identification

Lead-based paint (LBP) inspection provides two benefits: (1) the costs of mitigation measures are considered and must be factored into the cost estimates for repair/feasibility analysis and (2) the health risks to residents, particularly children, may be severe. If the unit to be assisted was built prior to 1978, and will be rehabilitated, the assisted unit will be tested for the presence of LBP, including lead-dust hazards. If present, the stabilization, encapsulation, or removal of lead-based paint will be considered in the costs of rehabilitation and included in the feasibility analysis for repair versus reconstruction. Projects that will be reconstructed will result in the demolition and removal of the structure, and therefore any

potential lead hazards associated with the structure. As such, no lead-based paint testing will be conducted on reconstruction projects determined to be such at the time of the initial site inspection.

Federal asbestos regulations for testing and identification of asbestos apply to “facilities” as defined by those regulations. Single-Family housing does not meet this definition and is therefore exempt from the testing and identification requirements<sup>7</sup>. Additionally, the State of Florida does not have any state-level requirements for asbestos testing in housing projects. However, federal health and safety standards and materials handling and disposal requirements for ACM still apply at the construction phase.

During the environmental review process, FloridaCommerce has created a special condition for any home that was constructed prior to 1989 that indicates that testing may be required. As this is a very expensive process to undertake as a general condition of housing rehabilitation, the program has determined that asbestos testing, mitigation, and air monitoring activities will be undertaken when suspect ACM will be impacted by the rehabilitation or reconstruction activities only.

For rehabilitation projects, contractors will identify any suspect ACM during construction. If suspect ACM is identified, the contractor will be required to stop work and request a change order for asbestos testing. If asbestos testing results confirm the presence of ACM that will be impacted by the rehabilitation process, the contractor will provide a containment or mitigation plan to encapsulate or remove the ACM in accordance with proper health and safety standards. FloridaCommerce will reevaluate the project scope and construction duration to cover the containment or mitigation work, along with costs for air monitoring/clearance.

For reconstruction projects where the home to be reconstructed was originally built prior to 1989, the demolition of the home and removal of the building materials will result in the removal of any potential ACM. Contractors are to follow all federal requirements for worker and occupant safety, as well as materials handling and disposal.

## 8.3 Environmental Review

FloridaCommerce will conduct a broad Environmental Review at the programmatic level Tier I. This will include coordination with federal, state, and local agencies where applicable. Additionally, all applications must pass a federally required site-specific Tier II environmental review which contains a statutory checklist of 15 required review items; some of which may be fully addressed during the Tier I and thus not require further review under the site-specific Tier II process. The categories addressed in Tier I/Tier II include:

- Historic Preservation, including State Historic Preservation Office and Tribal Reviews and National Historic Landmark;
- Floodplain Management and Flood Insurance;
- Wetlands;
- Coastal Zone Management Act;
- Sole Source Aquifers;
- Endangered Species Act;
- Wild & Scenic Rivers Act;
- Air Quality;
- Farmland Protection Policy Act;
- Environmental Justice;

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<sup>7</sup> Should any activities associated with multi-family homes be proposed, FDEP will be consulted at the site-specific level in order to ensure compliance with NESHAP asbestos requirements.

- Noise Abatement and Control;
- Siting of HUD-Assisted Projects Near Hazardous Operations;
- Toxic Chemicals and Gases, Hazardous Materials, Contamination, and Radioactive Substances;
- Airport Clear Zones and Accident Potential Zones;
- Coastal Barrier Resources Act/Coastal Barrier Improvement Act.

This environmental review will be performed at the program's expense. A site-specific review includes a review of HUD-defined environmental review topics.

Issues identified through the environmental review process will be addressed and in some cases mitigation measures implemented either before or during the construction process. The program may pay for mitigation of issues identified during the environmental review such as identification of LBP, if it is deemed an eligible activity. Homeowners will receive all federally required notifications.

The environmental review is a separate and distinct review from any other review. Other previously performed (or homeowner-provided) environmental reviews will not satisfy the program's requirements but can be taken into consideration in the review process. If an environmental condition identified on a homeowner's property cannot be cleared, the property may be ineligible for assistance.

During the environmental review, the program may determine that due to extraordinary environmental conditions, the site is not feasible for rehabilitation, demolition, or reconstruction. In these cases, the property may be determined ineligible for assistance.

## 9.0 Award Determination

Applicants who are deemed eligible, environmentally cleared, and with a \$0 DOB gap will be notified that they are eligible to receive an award in writing, via an award letter. The award letter outlines what type of award the applicant is eligible to receive and next steps the applicant must take to accept the award. After the award letter is sent, the HRRP Case Manager will schedule a Homeowner Grant Agreement (HGA) signing event with each eligible applicant.

Upon accepting the award type, the following documents will be signed by the applicant(s) at the time of contract signing and execution of the Homeowner Grant Agreement:

- Homeowner Grant Agreement;
- Agreement to maintain flood insurance and notify future owners (if in 100-year floodplain);
- Promissory Note;
- Homeowner Responsibilities Acknowledgment; and
- Any other documents applicable to the applicant and required by HRRP.

During the HGA signing event, the case manager will review the information outlined in the Homeowner Grant Agreement, homeowner responsibilities before, during, and after construction, status of utility bills, and compliance period requirements. Applicants must demonstrate that they are current or on a payment plan in good standing for electric, sewer, and water service, as applicable. Applicants who cannot prove utilities in good standing may not proceed with grant agreement signing, as utility arrearages may make it impossible for the program to complete construction on the home, as utility companies will not authorize reconnection of accounts in arrears.

The applicant must sign the HGA or appeal the award determination within **thirty (30) days** of the award letter being sent or the case will be closed<sup>8</sup>.

If an applicant is deemed eligible and awarded, the award type is determined based primarily on the following factors:

- Structure type (MHU vs. Stick Built)
- Estimated Cost to Repair
- Structure age (if MHU)
- Award Cap of \$350,000

Applicants may be awarded a repair, reconstruction, or manufactured home replacement award. Program award will not be made until the DOB Gap, if applicable, has been reduced to \$0.00, either via a scope reduction or by the applicant placing funds in the DOB Gap account at FloridaCommerce, or a combination of the two.

### 9.1 Award Caps

The maximum award granted to repair any one structure is the lesser \$100,000 or 60 percent of the comparable replacement value, and the maximum award granted to reconstruct or replace any one structure is \$350,000. If the \$100,000 repair award maximum is reached or exceeded, the award determination will update to a reconstruction award, if otherwise eligible.

All costs associated with construction, elevation, reasonable accommodations, environmental mitigation/abatement, historic preservation, site specific costs, essential appliances, and code compliance/permitting are included in the award cap.

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<sup>8</sup> Exceptions may be made on a case-by-case basis for extenuating circumstances.

- Stick-built properties qualify for a repair award if the estimated cost to repair the structure is less than \$100,000 or 60 percent of the replacement value of the structure, whichever is lesser.
- Stick-built properties qualify for a reconstruction award if the estimated cost to repair the structure is equal to or greater than \$100,000 or 60 percent of the replacement value of the structure, whichever is lesser.
- MHUs qualify for replacement if there is confirmed unrepaired storm damage, and the applicant is otherwise eligible. In instances where MHU owners also own the land on which their damaged property is located, and a stick-built reconstruction option is feasible, applicants may be given the option to receive a stick-built reconstruction to increase resiliency against future disasters.

## 9.2 Reasonable Accommodation Requests

The program endeavors to provide reasonable accommodations which would allow owner-occupant applicants with disabilities or their disabled household members to enjoy use of the program-assisted home. Owner-occupant applicants with a disability or with a household member with a disability may be entitled to additional construction considerations such as low threshold showers, bathroom grab bars, outward swinging doors, exterior ramps, comfort height toilet with grab bars or other accessibility features that will assist with the individual's functional need. The program will assess eligibility for these features on a case-by-case basis per assistance benefit type by way of a completed reasonable accommodation request form. The reasonable accommodation request form will be completed by the owner-occupant applicant during the pre-construction meeting. During the pre-construction meeting the owner-occupant applicant will meet with the general contractor, review the reasonable accommodation options, and confirm the reasonable accommodations by way of the completed reasonable accommodation request form. Requests for additional accommodations beyond the standard reasonable accommodations listed below must be supported by documentation and will be considered on a case-by-case basis. For more information on the pre-construction meeting, see Section 11.4 Pre-Construction Meeting. Awards may include expenses for additional costs related to accessibility modifications for the disabled.

To be considered for reasonable accommodations, owner-occupant applicants with a disability (or a household with a person with disabilities permanently residing in the household) must complete a Verification of Disability Form. The owner-occupant applicant or any household member may qualify for reasonable accommodation. If reasonable accommodations are required for a household member, the household member must be a permanent resident of the home and be included in the listed household members used to determine household income.

Reasonable accommodations are available for repair, reconstruction, and MHU replacement projects. Standard reasonable accommodations in the bathroom for repair or reconstruction award types are offered in three 'tiers' to allow each applicant to select the level of modification most appropriate for his/her household. Owner-occupant applicants of any award type may also request reasonable accommodations including: a "no step" entrance, or strobe smoke detectors.

Standard reasonable accommodation for home entrance and strobe smoke detectors is standard for all award types. A no step entrance is a home entrance that has no steps and minimal threshold. Only one (1) no step entrance will be installed per property, if requested. If a home is above grade, a no step entrance may require installation of a ramp or lift. Homes on grade may not require installation of anything to accommodate a no step entrance. Ramps will be the preferred method to achieve a no step entry. Lifts will be considered on a case-by-case basis, based on cost reasonableness compared to the cost of a site-built ramp, site conditions, and local zoning/set back requirements.

If the applicant requests, strobe smoke detectors will be installed throughout the home. If requested, strobe smoke detectors will be installed in place of standard smoke/CO detectors.

Standard reasonable accommodations for bathroom modifications vary slightly by award type. Award-type specific options for reasonable accommodations are outlined in each award type in the following sections: 9.3.3 Reasonable Accommodations – Rehabilitation Award Type, 9.4.2 Reasonable

Accommodations – Reconstruction Award Type, 9.5.3 Reasonable Accommodations – Mobile Home Replacement Award Type.

## 9.3 Rehabilitation Award Type

Eligible applicants with stick-built properties qualify for a rehabilitation award type when the estimated cost to repair is less than 60 percent of the replacement value of the structure or \$100,000, whichever is lesser, and the property is not otherwise deemed “not suitable for rehabilitation.”

### 9.3.1 Not Suitable for Rehabilitation

HRRP defines “not suitable for rehabilitation” as:

- Structures condemned by the Authority Having Jurisdiction: Properties condemned or “red-tagged” by the local authorities will not be rehabilitated;
- Structures that cannot be repaired under existing Program caps, due to legal, engineering, or environmental constraints (permitting, extraordinary site conditions, etc.) will be considered not suitable for repair;
- Structures that are structurally unsafe or that have other conditions that make interior inspection by HRRP impossible or unsafe;
- Structures that have already been demolished; or
- Structures that require elevation.

Eligible applicants with stick-built homes deemed not suitable for rehabilitation may be offered reconstruction assistance. Applicants with MHUs that cannot be repaired within program requirements may be offered an MHU replacement or reconstruction. Reconstruction will only be offered to eligible MHU owners if the applicant owns the land on which the unit sits, and reconstruction is feasible.

### 9.3.2 Rehabilitation Scope of Work

Program sponsored repairs are intended to repair remaining storm damage and to make the home decent, safe, and sanitary. HRRP does not provide “like for like” repairs. HRRP repairs will be completed using standard economy/builder-grade materials, not with materials matching what was there before. For example, if a repair award calls for replacement of cabinets, the program will replace existing cabinets with standard grade cabinets regardless of the grade of the pre-existing cabinets.

Repair scopes of work will be limited to those items identified by the program as in need of repair to bring the home back up to decent, safe, and sanitary conditions. Repairs, upgrades, or modifications requested by the homeowner will not be considered. For example, if some windows are in need of repair or replacement, the program will repair or replace those windows in need of repair or replacement only; other operable or undamaged windows will not be replaced or repaired regardless of aesthetics, efficiency, or design.

Standard essential appliances that are not functioning or non-existent at the time of damage assessment will be replaced. Essential appliances include stove/range, oven, range hood, water heater and refrigerator only. Dishwashers may be replaced only if a dishwasher previously existed in the home and is not functioning. Repair awards will not include a dishwasher if a dishwasher was not present at time of damage assessment or if it is not reasonably determined a dishwasher was removed as a result of storm damages. Washing machines and dryers, microwaves, stand-alone freezers, and other non-essential appliances are not eligible for replacement. Any obsolete products replaced as part of the repairs must be replaced with ENERGY STAR®, Water Sense, or other Federal Energy Management Program (FEMP)-designated products or appliances that achieve a similar or greater energy efficiency output range.

Luxury items, **including but not limited to**, high-end countertops, high-end appliances, stone flooring, security systems, swimming pools, spas, fireplaces, sheds, outbuildings, fences, and television satellite dishes are not eligible under HRRP.

Because repair scopes of work only address items in need of repair for the home to be decent, safe, and sanitary, HRRP does not guarantee that work completed as part of a repair award will match other items in the home. Some examples of this include, but are not limited to:

- Flooring replaced in portions of a home may not match flooring in other rooms. HRRP will replace flooring by room, to the nearest opening. HRRP will allow tile floor repairs in bathrooms with existing tile. Wood floor repairs will only be considered up to 16 square feet if more cost efficient;
- Light fixtures replaced may not match pre-existing light fixtures or fixtures in other parts of the home;
- If only a portion of the windows require replacement, all the windows in the home may not match;
- If a portion of the home requires paint, paint in the repaired portion of the home may not match paint in other rooms (interior) or on other elevations (if exterior). HRRP will attempt, to the greatest extent feasible, to match the original paint color when repainting an area of the home that was included on the scope of work. HRRP will paint whole interior rooms, to the door or opening, or whole exterior sections to the next architectural break. Additional rooms or elevations will not be painted for aesthetic reasons alone.

### 9.3.3 Reasonable Accommodations – Rehabilitation Award Type

Applicants who qualify for a rehabilitation award type may qualify for reasonable accommodations in rooms/areas where program scope of work exists. In general, reasonable accommodations will only be made in repair projects if the program scope of work impacts the item and room where a reasonable accommodation is requested. For example, if the program scope of work does not include removal/replacement of a tub/shower, the program will not modify the existing tub/shower for the sole purpose of installing or modifying the existing facilities to include accessibility features.

If the program scope of work impacts the kitchen, bathroom, or entryway in a repair project, the applicant may request reasonable accommodations in those areas and those items may be incorporated to the extent practicable. Reasonable accommodations for bathrooms are offered in three (3) tiers, so that the applicant may request the level of accommodation that best suits his/her need.

Applicants who request accommodations in a bathroom may select one (1) of three (3) standard available options. Accessibility modifications will only be made in one (1) bathroom. If the repair project scope includes more than one (1) bathroom, the reasonable accommodation will be installed in the bathroom that is in the program scope of work where modifications are the most feasible within the existing dimensions and scope of work in the room. If there are multiple disabled household members on the application, the program will consider reasonable accommodation requests in two (2) bathrooms.

The program will not move walls to expand the size of an existing bathroom or reconfigure the bathroom to install accessibility accommodations except for relocating drain lines for roll in showers. Because repair projects are largely constrained by the size of existing rooms, there are no standard width/length size requirements for tub/shower compartments. The program will attempt to replace tub/showers with fixtures similar in size to the existing fixtures using standard sized components. All replaced toilets in repair scopes of work will be chair / comfort height (17-19" from floor to top of seat). When replacing toilets, the entire toilet must be replaced. Contractors may not utilize toilet seat risers in lieu of replacement comfort height toilets.

#### 9.3.3.1 Bathroom Reasonable Accommodation 1 (RA-1)

Applicants who opt for Reasonable Accommodation 1 (RA-1) will be provided one (1) bathroom with the following accessibility modifications:

- Tub/Shower combination with blocking and a grab bar

- Chair height toilet with grab bars

### **9.3.3.2 Bathroom Reasonable Accommodation 2 (RA-2)**

Applicants who request Reasonable Accommodation 2 (RA-2) will be provided one (1) bathroom with the following accessibility modifications:

- Tub/Shower combination with blocking, grab bars, folding seat, and shower wand with adjustable rail.
- Chair height toilet with grab bars

### **9.3.3.3 Bathroom Reasonable Accommodation 3 (RA-3)**

Applicants who request Reasonable Accommodation 3 (RA-3) will be provided one (1) bathroom with the following accessibility modifications:

- Roll-in shower compartment to fit existing tub/shower space, equipped with grab bars, folding seat, and shower wand with adjustable rail. The program will attempt to replace the tub/shower with similar size roll-in shower but shall not exceed 30" x 60" roll-in shower compartment.
- Chair height toilet with grab bars
- Roll under vanity

## **9.4 Reconstruction Award Type**

Eligible applicants with stick-built homes qualify for a reconstruction award type when the estimated cost to repair is greater than or equal to 60 percent of the replacement value of the structure or \$100,000, whichever is lesser. Eligible applicants with properties otherwise deemed not suitable for rehabilitation may also qualify for a reconstruction award if the applicant owns the land and it is feasible to reconstruct the structure on the property.

Eligible applicants with MHUs may qualify for reconstruction if the applicant owns the land on which the MHU is situated. The applicant will be provided the option to choose a reconstruction award type provided the property is otherwise eligible for reconstruction,

Eligible applicants with MHUs may also qualify for reconstruction if the applicant owns the land on which the MHU is situated, and replacement is infeasible. HRRP considers it infeasible to replace an MHU if it must be elevated above the standard 3-foot installation height, if zoning or municipal regulations prohibit installation of a mobile home on the property, or if other engineering, environmental or site constraints make installation of an MHU onsite infeasible.

Following the execution of the HGA for the reconstruction project, the program will obtain a site-specific survey and elevation certificate (if necessary) of the property to be reconstructed to determine the home(s) that fit on the lot without any zoning exceptions/variances. The applicant will be presented with a standard design floor plan that fits on their lot and is consistent with storm damaged structure's bedroom/bathroom configuration.

Homes that meet the threshold for a reconstruction award will be demolished and reconstructed in substantially the same footprint, when feasible. The program will develop a group of standardized reconstruction plans and specifications to accommodate the most common lot dimensions to be encountered and incorporate the bedroom/bathroom configurations identified in section 9.4.1 Size and New Unit Configuration. Reconstructed homes will meet local building codes and will incorporate Green Building Standards, energy efficiency, and resilience measures to the extent possible. Size of the reconstruction will be determined using information related to the damaged structure's bedroom/bathroom configuration. The standardized plans and specifications developed by the program will incorporate program minimum standards, local code, and zoning requirements, and will include builder-grade materials. These standardized plans are not being developed to create a like-for-like

replacement for reconstruction efforts. Reconstruction plans and specifications will include any environmental considerations identified through the ERR process.

As single-story homes are more cost-effective than multi-story configurations, the program will default to single-story homes where they fit lot constraints. The program may offer a smaller floorplan if required based on the lot size.

HRRP will not provide customized home designs. The program will determine which floor plan size each homeowner requiring reconstruction is eligible based on the information above. The program will build the home to the Energy Star Certified Home standard applicable to Florida. More information is available at: [https://www.energystar.gov/newhomes/homes\\_prog\\_reqs/florida](https://www.energystar.gov/newhomes/homes_prog_reqs/florida).

## 9.4.1 Size and New Unit Configuration

HRRP will provide applicants who qualify for a reconstruction award with standard program floorplan homes. HRRP offers 2-, 3-, and 4-bedroom homes; all standard floorplans include 2 bathrooms. Which standard floorplan the applicant receives is based on the number of bedrooms present in the storm damaged property, as verified via the damage assessment and site-specific requirement constraints from the location. If overcrowding exists, the program has elected to attempt to solve overcrowding situations to the extent they can be solved up to a maximum configuration of 4 bedrooms and 2 bathrooms for a MHU replacement, or a reconstruction. Exceptions to reconstructed home bedroom/bathroom configuration will only be considered if an applicant elects to reduce the number of bedrooms and/or bathrooms to reduce a DOB gap.

- If the storm damaged property had two (2) bedrooms or fewer, the applicant will receive a standard 2-bedroom, 2-bathroom home.
- If the storm damaged property had three (3) bedrooms, the applicant will receive a standard 3-bedroom, 2-bathroom home.
- If the storm damaged property had four (4) bedrooms or more, the applicant will receive a standard 4-bedroom, 2-bathroom home.

## 9.4.2 Reasonable Accommodations – Reconstruction Award Type

All stick-built reconstruction projects are designed with the following accommodations. All reconstructions will receive the following universal accommodations, regardless of whether a Reasonable Accommodation has been requested by the applicant:

- 36" hallways, wide enough to accommodate a standard wheelchair
- Adequate turning radius for a wheelchair in the kitchen
- Adequate turning radius for a wheelchair in one (1) bathroom<sup>9</sup>
- All doors installed with levers instead of knobs
- Exterior doors, master bedroom door, and master bathroom doors are 36" wide

In addition, the applicant may request reasonable accommodations in the bathroom, kitchen, entrance, and/or strobe smoke detectors throughout.

### 9.4.2.1 Bathroom Reasonable Accommodation 1 (RA-1)

Applicants who opt for Reasonable Accommodation 1 (RA-1) will be provided one (1) bathroom with the following accessibility modifications:

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<sup>9</sup> If the applicant requests a reasonable accommodation for the bathroom, the reasonable accommodation will be installed in the bathroom with adequate turning radius for a wheelchair, unless otherwise specified on the Verification of Disability Form. If the applicant opts to remove a bathroom to resolve a DOB Gap, wheelchair turning radius may not be available in the remaining bathroom.

- Tub/Shower combination with blocking and a grab bar
- Chair height toilet with grab bars

#### **9.4.2.2 Bathroom Reasonable Accommodation 2 (RA-2)**

Applicants who request Reasonable Accommodation 2 (RA-2) will be provided one (1) bathroom with the following accessibility modifications:

- Tub/Shower combination with blocking, grab bars, folding seat, and shower wand with adjustable rail
- Chair height toilet with grab bars

#### **9.4.2.3 Bathroom Reasonable Accommodation 3 (RA-3)**

Applicants who request Reasonable Accommodation 3 (RA-3) will be provided one (1) bathroom with the following accessibility modifications:

- 30" x 60" roll-in shower compartment equipped with grab bars, folding seat, and shower wand with adjustable rail
- Chair height toilet with grab bars
- Roll under vanity

### **9.5 Mobile Home Unit Replacement Award Type**

Eligible applicants with MHU properties qualify for a replacement award type if there is confirmed unrepaired storm damage, and the applicant is otherwise eligible. Eligible applicants with MHUs on leased land must have landowner consent to replace an MHU on the land prior to award or must have identified a suitable alternate location. Homes that meet the threshold for a replacement award will be demolished and a new MHU will be installed in substantially the same footprint, when feasible. If a replacement MHU is provided, the original MHU must be demolished and removed from the site prior to the replacement of that structure. Size of the replacement unit will be determined using information related to the damaged structure's bedroom/bathroom configuration.

Eligible applicants with mobile home units who qualify for a replacement that own the land their MHU sits on may qualify for a stick-built reconstruction if feasible at the given site. In this instance, the applicant will be provided with the option to choose between a replacement or a reconstruction. If the applicant chooses reconstruction, the applicant must give informed consent to receive the reconstruction over a standard MHU replacement. Size of the reconstruction will be determined using information related to the damaged structure's bedroom/bathroom configuration.

#### **9.5.1 Size and New Unit Configuration**

HRRP will provide applicants who qualify for replacement awards with 2-, 3-, and 4-bedroom singlewide or doublewide MHUs; all bedroom configurations include 2 bathrooms. Which unit configuration an applicant receives is based on the number of bedrooms present in the storm damaged property and the width (single or doublewide) of the storm damaged MHU, as verified by the damage assessment. If overcrowding exists, the program has elected to attempt to solve overcrowding situations to the extent they can be solved up to a maximum configuration of 4 bedrooms and 2 bathrooms for a MHU replacement, or a reconstruction. Policy exceptions are not required to solve overcrowding situations.

Exceptions to replacement MHU bedroom configuration will only be considered if the applicant elects to reduce the number of bedrooms via scope reduction to reduce or eliminate a DOB gap.

- If the storm damaged property had two (2) bedrooms or fewer, the applicant will receive a 2-bedroom, 2-bathroom MHU.

- If the storm damaged property had three (3) bedrooms, the applicant will receive a 3-bedroom, 2-bathroom MHU.
- If the storm damaged property had four (4) bedrooms or more, the applicant will receive a 4-bedroom, 2-bathroom MHU.

The storm-damaged MHU width configuration will also be based on the width of the storm-damaged MHU. HRRP only provides singlewide and doublewide units. Triple-wide or larger units are not provided.

- If the storm damaged MHU was a singlewide, the applicant will receive a singlewide.
- If the storm damaged MHU was a doublewide, triple wide or larger width configuration, the applicant will receive a doublewide. If a singlewide unit is the only width unit that will fit on the lot and comply with code/zoning requirements, then the unit may be replaced with a singlewide.

To reduce the required time from award to completion as related to replacement awards, the Program will task the assigned General Contractor to source an MHU in the awarded singlewide or doublewide bedroom/bathroom configuration. HRRP does not offer standard floorplans for MHUs. HRRP offers standard bedroom/bathroom configurations in singlewide or doublewide units in the following standard square footage ranges. All MHUs sourced by the program must be new, HUD approved units and comply with local code and zoning requirements including applicable wind and thermal zones.

| Bedroom/Bathroom Configuration    | Square Footage |
|-----------------------------------|----------------|
| Singlewide 2 bedroom / 2 bathroom | 750 – 900 SF   |
| Singlewide 3 bedroom / 2 bathroom | 1000 - 1200 SF |
| Singlewide 4 bedroom / 2 bathroom | 1000 – 1200 SF |
| Doublewide 2 bedroom / 2 bathroom | 1000 – 1250 SF |
| Doublewide 3 bedroom / 2 bathroom | 1250 – 1500 SF |
| Doublewide 4 bedroom / 2 bathroom | 1400 – 1800 SF |

## 9.5.2 Mobile Home Relocation

HRRP allows for replacement of a mobile home in an alternate location only when replacing the MHU in the same location as the storm damaged MHU is not feasible or is prohibited. MHU relocations may be considered for otherwise eligible applicants under the following circumstances:

- The non-applicant landowner does not consent to a new unit being replaced on the land;
- If MHU must be elevated above the standard 3-foot installation height;
- If zoning or municipal regulations prohibit installation of a mobile home on the property; or
- If other engineering, environmental, or site constraints make installation of an MHU onsite infeasible.

HRRP does not provide replacement property for applicants. To be allowed to replace an MHU on an alternate property, the applicant must source and obtain ownership or permission to install a MHU at the alternate location. Alternate locations must be zoned to allow for installation of a mobile home unit, have ready access to sewer, water, and electric connections, and must not be located in a 100-year floodplain. Alternate mobile home sites must pass an environmental review before the applicant makes a binding commitment to lease or purchase land. If an applicant enters into a binding agreement to lease or

purchase alternate land before the program has environmentally cleared the alternate parcel, the applicant may be ineligible for assistance, as this constitutes a choice-limiting action.<sup>10</sup>

The program will require documentation that the established mobile home park or land has the requisite existing pad and utility requirements. An applicant provided letter from the landlord/property owner notating existing pad and utilities, occupational license, copies of sewage and utility bills, or other permitting issued by the local jurisdiction may serve as verification documentation in conjunction with photographs of the existing pad and utility hookups.

If the new site is located within an established mobile home park, the applicant must provide the program with copies of the park's covenants and restrictions in addition to the above-mentioned documentation.

### 9.5.2.1 Environmental Review Record

An Environmental Review Record (ERR) must be completed on the original damaged site and the new site on which the replacement unit will be installed for applicants of an MHU relocation. In order for the program to assess the new location, the applicant must have an unexecuted lease agreement or written agreement to hold the leased lot. Copies of the unexecuted lease or agreement documentation must be submitted to the program prior to the program scheduling an ERR at the new site.

### 9.5.2.2 New Site Requirements

The site for the replacement MHU must be either an existing mobile home park with an existing pad and utility infrastructure for the MHU installation or land with an existing pad and utility infrastructure for the MHU installation. The program will not fund new site development. For the purposes of this policy, new site development includes, but is not limited to:

- Site clearing
- Site leveling
- Concrete or other substrate installation
- Utility and sewerage infrastructure installation

### 9.5.2.3 Elevation and Flood Insurance

Since the leased or owned property must be located outside of the floodplain for the replacement MHU, no elevation or additional flood insurance considerations are necessary to comply with the program requirements.

## 9.5.3 Reasonable Accommodations – Mobile Home Replacement Award Type

Applicants who qualify for a replacement award type may request reasonable accommodations. Reasonable accommodations in MHU projects are limited by manufacturer specifications and unit availability. Applicants who request reasonable accommodation will be provided with a wheelchair accessible MHU. Wheelchair accessible designations are controlled by the MHU manufacturer and may include features such as wider doorways, grab bars, or low-threshold shower compartments.

The program has established that wheelchair accessible MHUs should include:

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<sup>10</sup> 24 CFR 58.22(a) Neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in § 58.1(b) on an activity or project until HUD or the state has approved the recipient's RROF and the related certification from the responsible entity. In addition, until the RROF and the related certification have been approved, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in § 58.1(b) if the activity or project would have an adverse environmental impact or **limit the choice of reasonable alternatives**.

- One bathroom with:
  - step-in, low-threshold shower, with threshold no higher than seven (7) inches from the floor covering.
  - Shower wand on an adjustable rail and a seat in the shower, and
  - Comfort height toilet, with seat 17" – 19" above the floor
- Minimum 32" width for exterior doors
- Minimum 36" hallway width, and
- Minimum 32" bathroom and bedroom doors

Additional accommodations, such as hearing-impaired smoke detectors or roll-in/no threshold shower compartments will be considered separately and, on a case-by-case basis, based on the applicant's needs.

## 10.0 Temporary Housing Assistance Benefit

As a general rule, the HRRP will not provide temporary relocation costs to homeowner-occupant applicants who will be required to vacate their property during construction activities. As the HRRP is a voluntary program for owner-occupants and those applicants are made aware of program policies at the time of application, temporary relocation will be the owner-occupant's responsibility. However, FloridaCommerce recognizes that some HRRP beneficiaries, particularly LMI households and those with vulnerable household members, may face financial challenges caused by the cost of interim housing that may be necessary during the repair or reconstruction process. To avoid displacement and homelessness of HRRP applicants, FloridaCommerce has developed the Temporary Housing Assistance Benefit (THAB) to provide additional assistance for HRRP homeowner-occupant applicants who are experiencing financial hardship due to, or exacerbated by, the cost of interim housing, and have exhausted all other available options.

Temporary relocation assistance is not provided to tenants through THAB. Tenants displaced by HRRP activities are eligible for temporary relocation assistance by the program as required by the Uniform Relocation Assistance and Real Property Acquisition Act (URA). More information on relocation assistance for tenants is in Appendix A: Uniform Relocation Assistance (URA) attached herein.

On a case-by-case basis, through THAB, HRRP will provide temporary rental assistance to homeowner-occupant applicants experiencing hardship and displacement for an extensive period of time, or other substantiated extenuating circumstances due to HRRP activities. Applicants in Phase 1 that indicate they have a need for THAB and that they have exhausted all other options to secure temporary housing will be granted THAB. Other applicants must provide proof of extenuating circumstances to be reviewed on a case-by-case basis.

THAB may be available to HRRP participants with an executed Homeowner Grant Agreement (HGA), until completion of HRRP activities on their damaged home. THAB provides assistance under the HRRP for unmet needs related to eligible short-term lodging or rental expenses, provided the household is at or below 80 percent AMI and is a beneficiary also receiving HRRP assistance for their Hurricane Ian damaged property.

THAB is a housing assistance benefit not directly resulting in the rehabilitation, replacement, or reconstruction of a home. Therefore, THAB does not count against the program cap for rehabilitation, replacement, or reconstruction of the home. The program construction cap identified in these guidelines applies to hard and soft construction costs associated with Hurricane Ian repairs. THAB will have a maximum assistance cap of \$20,000 in program sponsored payments. Construction delays in which HRRP's assigned construction contractor is responsible, may result in contractor responsibility for provisions of additional housing assistance; this additional assistance is not limited by the THAB cap.

Owner-occupant applicants who choose to stay with friends or family in lieu of staying in a hotel or a short-term leased apartment are not eligible for THAB. Further, any owner-occupant applicant who initially utilizes THAB assistance and subsequently abandons the temporary housing situation will have all future THAB payments terminated. If a recipient of THAB abandons the temporary housing situation without properly checking out and without notifying the program of their departure, and charges are incurred for any nights proceeding, the recipient of THAB will be responsible for any costs incurred and considered disallowed by HRRP.

The THAB allows short-term lodging in the form of temporary hotel assistance or temporary rental assistance.

### 10.1 THAB Eligibility

If an owner-occupant applicant believes that they are in the state of demonstrable hardship and that the demonstrable hardship causes them to be unable to comply with program policies, then they may present their evidence of a demonstrable hardship to their program representative and request THAB. The

program will evaluate temporary housing requests on a case-by-case basis after reviewing all circumstances. Applicants in Phase 1 that indicate they have a need for THAB and that they have exhausted all other options to secure temporary housing will be granted THAB.

Other applicants that indicate they have a need for THAB must provide proof of extenuating circumstances to be reviewed on a case-by-case basis. Demonstrable hardships may include job loss, failure of a business, divorce, severe medical illness, injury, death of a family member or spouse, unexpected and extraordinary medical bills, disability, substantial income reduction, unusual and excessive amount of debt due to a natural disaster, etc. None of the listed examples above, individually or taken together, automatically establishes a demonstrable hardship, nor is the listing above exhaustive as there may be other factors relevant to the issue of demonstrable hardship in a particular case.

THAB assistance is only available to active HRRP participants who:

- Are homeowner-occupants of the program-assisted property;
- Have exhausted all other options;
- Have household incomes at or below 80 percent AMI;
- Have executed an HRRP HGA for Hurricane Ian;
- Are currently in award status, but construction has not been completed;
- Require temporary housing due to other circumstances of hardship, as approved by HRRP, including temporary displacement that requires that the damaged home be vacated for safety and other reasonable measures during construction;
  - Phase 1 applicants are assumed to have a demonstrable hardship and will qualify for THAB without providing additional evidence of demonstrable hardship; and

In addition to the criteria listed above, the following eligibility criteria also applies:

- Recipients of THAB assistance cannot receive concurrent temporary lodging or rental assistance from other governmental or charitable organization(s) that would cause a duplicative benefit.
- If the homeowner received any rental assistance from any other source, the funding must have been exhausted prior to provision of CDBG-DR THAB funds.
- Funds must be used for lodging and cannot be used for any other purpose.

THAB is not a DOB to housing rehabilitation, repair, or reconstruction funds, as it constitutes a separate and distinct eligible activity. Prior to deeming a homeowner eligible for THAB assistance, HRRP will verify that prior rental assistance, if received, has been exhausted on eligible costs.

## 10.2 THAB Assistance Types

THAB is dependent on the applicant(s) needs, which will be identified and confirmed by HRRP representatives to determine the best and most reasonable options available to applicants. THAB assistance may be provided in the form of temporary lodging in units such as hotels, motels, or extended stay hotels, unless alternative arrangements are needed due to excessive length of displacement or reasonable accommodations which cannot be met in standard short-term lodging. THAB is intended not to exceed 90 days, but may be extended up to a maximum of 6-months. The benefit will be calculated based on the Government Services Agency (GSA) nightly lodging rates for the applicant's area. GSA rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

THAB assistance types include:

- **Temporary Hotel Assistance:** Funding will be provided for temporary hotel lodging for families for up to an estimated 90 days or extended up to a maximum of 6-months. Extensions exceeding the 6-months may be approved on a case-by-case basis.

- **Extended Temporary Hotel Assistance:** In the event that the construction contractor notifies HRRP that the project will exceed the original schedule and a homeowner will not be able to reoccupy his or her home due to construction timelines that exceed the initial assistance, an extension of benefits may be issued to prevent homelessness or additional undue financial burden. The extension will be granted based on a new estimated timeline from the construction contractor.
- **Alternative Lodging Assistance:** In cases where the duration of estimated displacement exceeds 90 days due to other extenuating factors, alternative lodging (i.e., lodging alternative to hotel, motel, extended stay hotel) may be approved on a case-by-case basis.

## 10.3 THAB Maximum Benefits

THAB covers 100 percent of the hotel, motel, or extended stay hotel's nightly or monthly rate, as noted below, without a percentage cost share required from the homeowner. The benefit is capped at a maximum of \$20,000. This maximum may be waived in areas with spiking rates, as defined by the GSA publication, with FloridaCommerce approval on a case-by-case basis. Construction delays in which HRRP's assigned construction contractor is responsible, may result in contractor responsibility for provisions of additional housing assistance; this additional assistance is not limited by the THAB cap. If the reconstruction or rehabilitation timeline extends beyond the initial estimate, FloridaCommerce, in its sole discretion, may approve any extensions of temporary housing, on a case-by-case basis.

## 10.4 Termination or Discontinuation of THAB Assistance

Temporary housing assistance is discontinued when a homeowner's home passes final inspection; the homeowner is expected to reoccupy his or her home within five days of a passed final inspection. No additional payments for THAB will be allowed after the fifth day following a passed final inspection or the day that the homeowner reoccupies their home, whichever is sooner.

HRRP recognizes that there may be unforeseen circumstances that cause a homeowner to withdraw from, become inactive in, or be disqualified from the HRRP after the eligibility determination and after the homeowner has agreed to proceed in the program. Examples of termination or discontinuation of THAB assistance include but are not limited to:

- An eligible homeowner who has received or is receiving THAB assistance withdraws, becomes inactive, or is disqualified from the program. THAB assistance must cease immediately upon such determination by program staff.
- A homeowner has executed their grant agreement and fails to move out of the property in a timely manner, as notified by the Program, to allow construction activities to begin.
- A homeowner fails to check-in to their THAB reservation, the HRRP has attempted to contact the homeowner, and, if after 24 hours following the contact attempt, the homeowner has not provided a reasonable cause for missing their check-in date/time. HRRP will attempt communication via the applicant's preferred communication method. This will be evaluated on a case-by-case basis to mitigate wasteful spending.
- A homeowner is negligent or causes damage to the temporary lodging. In these cases, the HRRP will immediately notify the homeowner and terminate THAB assistance. The homeowner will be responsible for the cost of all damages.
- A homeowner is removed or banned from temporary housing location due to conduct of applicant or any household members.
- A homeowner chooses to stay with friends or family in lieu of staying in a hotel or other THAB eligible arrangement. Terminating occupancy of a hotel to stay with family or friends will result in termination of payments. Failure to properly check-out of the THAB accommodation and properly

notify the Program of their departure may result in the THAB recipient being held responsible for any charges incurred for any nights proceeding and considered disallowed by HRRP.

- A homeowner enters into a short-term lease agreement without prior review and approval from the Program.

Upon notice of any of the above conditions, THAB recipients should be immediately provided with a Termination of Temporary Housing Notice by mail and email, if applicable.

## 11.0 Preconstruction

After the Homeowner Grant Agreement (HGA) is executed, the case enters the “pre-construction” phase. During the pre-construction phase of the program, several key activities take place which prepare the project for the start of physical construction. Key activities which take place during the pre-construction phase of the program include, but are not limited to:

- **General Contractor Assignment:** HRRP assigns a program-qualified General Contractor (GC) to complete the construction project;
- **Survey and Design:** The Program will arrange for a property survey and engineering design for the project, as applicable;
- **Cost Estimate:** The assigned GC will visit the project site to finalize a cost estimate;
- **Pre-Construction Meeting:** The Program will host a meeting with the applicant to review key items as related to construction;
- **Permitting:** The assigned GC will obtain all permits required to complete the assigned construction scope of work; and
- **Homeowner Moveout and Utility Disconnection (if applicable):** Homeowners must temporarily move out of the storm damaged property for construction to take place. If applicable, homeowners must also arrange for utilities at the property to be disconnected.

### 11.1 Contractor Selection and Assignment

HRRP relies on a pool of qualified GCs to perform repair, reconstruction, and MHU replacement projects. GCs will be assigned to complete construction work for eligible and awarded applicants. GCs will be assigned by HRRP to each project after the Homeowner Grant Agreement has been executed. Applicants are not permitted to select or manage their own General Contractor.

HRRP will assign projects to GCs based on the GC’s performance history on any/all HRRP construction projects and the GC’s capacity to take on additional jobs at the time the project is ready to be assigned.

Each home assigned to and completed by a GC will be graded on a score of 0 to 100 based on speed of preconstruction and construction activities, quality of construction, and customer service. Average scores will then be calculated for each GC based on the final scores from completed homes. The GCs will then be ranked based on total score. GCs with higher scores may receive more assignments as they are operating at a higher level than GCs with lower scores.

#### 11.1.1 Contractor Requirements

- All contractors will carry and provide proof of a current general liability policy in at least the aggregate amount of all contracts awarded in this program. Failure to do so may result in termination of award.

All contractors must secure and provide proof of performance and payment bonds, when required, prior to the start of construction activities. Failure to do so may result in termination of award.

Contractors will be responsible for documenting (with photographs and written reports) any preexisting and pre-storm damage to the property that has not been included in the scope of work. Any work performed on items not contained in the scope of work prior to a program approved change order will be done so at the GC’s risk.

Contractors are responsible for compliance with HUD’s [Lead Safe Housing Rule \(LSHR\)](#), found in [24 CFR Part 35](#), Subparts B through M, and the EPA Renovation, Repair, and Painting Rule (RRP), in [40 CFR Part 745](#) and all other applicable rules and regulations. Project sites are required to be in full compliance at all times.

All firms performing, offering, or claiming to perform renovations for compensation in target housing must comply with EPA's RRP Rule and EPA's Lead-Pre-Renovation Education (Lead- Pre) Rule. Regulatory requirements can be found in [40 CFR Part 745 Subpart E](#) – Residential Property Renovation. This means that all GCs participating in this disaster recovery program must be EPA certified. In addition, all individuals performing renovation work on behalf of the firm must be certified renovators.

The GC will be responsible for determining utility needs, providing sanitary facilities, safely operating equipment on-site, and obtaining any required permits.

Contractors should not disturb the site prior to beginning HRRP approved construction activities. Failure to comply could result in termination of the Contractor's award to work on the property.

Upon completion, the property must meet applicable program building standards.

All work performed by the GC will be guaranteed for the following periods. The start date for these warranty coverages will begin from the date of the passed program final inspection.

- Two (2) Years – general warranty for repairs to the home and electrical, plumbing, and mechanical warranty (if such work is performed); and
- Ten (10) Years – structural warranty (if structural work is performed).

## 11.2 Survey and Design

HRRP will provide GCs with construction drawings, initial boundary surveys, and preliminary elevation certificates if required for reconstruction projects. HRRP will provide engineering and preliminary elevation certificates for rehabilitation projects, if required. HRRP will provide preliminary elevation certificates for MHU replacements, if required.

## 11.3 Cost Estimate

As part of the procurement of GCs, the program developed standards for pricing for each of the three (3) award types offered by HRRP. All costs incurred by HRRP must follow the Cost Principles outlined at 2 CFR Part 200, Subpart E. When a contractor is selected, HRRP provides the contractor with a preliminary scope of work.

- For mobile home replacements, the program preliminary scope of work includes the number of bedrooms and bathrooms which must be included in the replacement MHU, any accessibility modifications to be included, and the width of the unit (singlewide or doublewide).
- For reconstruction award types, the program preliminary scope of work includes construction drawings, initial boundary surveys, preliminary elevation certificates if required, and any accessibility modifications to be included.
- For repair award types, the program preliminary scope of work is the Estimated Cost to Repair (ECR) document, which relies on Xactimate pricing and is prepared during the damage assessment phase.

GCs will visit each subject property to evaluate site-specific conditions that must be factored into the HRRP cost estimate and to finalize the HRRP-provided scope of work. The applicant or his/her designee are required to attend the site visit conducted by the GC. Upon completion of the site visit and incorporation of any site-specific line items to the scope of work, the GC must submit the scope of work to the program for review and approval. The program must approve each scope of work before the GC may begin construction activities. Once approved, the HRRP scope of work may only be modified via a duly authorized change order.

Additional assessments for rehabilitation award types may increase the Cost Estimate causing the award type to change to a reconstruction. In this instance, the application would need to undergo another environmental review for the reconstruction award type.

## 11.4 Pre-Construction Meeting

After the scope of work has been approved by the Program, the GC and Case Manager will host a “pre-construction” meeting with each applicant. The purpose of the pre-construction meeting is to inform the homeowner of the next steps, provide the homeowner with the floorplan or scope of work that will be provided by the program, and answer any construction-related questions the homeowner may have. Key topics covered during the pre-construction meeting include, but are not limited to:

- **Homeowner Responsibilities** which include but are not limited to:
  - **Homeowner Moveout and Utility Disconnection:** The GC and Homeowner will agree upon a date by which the homeowner must vacate the storm-damaged property and have all utilities disconnected.
  - **Site Conditions:** Project sites must be cleared of excessive debris and personal property. During the pre-construction meeting, the applicant will be informed of actions he/she must take to ready the site for construction. **If the site includes excessive debris or personal property, the applicant must clear the site within thirty (30) days of the pre-construction meeting.** The applicant will also be informed which, if any, outbuildings, landscaping, ancillary structures must be removed. Similarly, if the applicant wishes to preserve any of the items slated for removal/demolition, the applicant must remove the items from the property within **thirty (30) days** of the pre-construction meeting. **Outbuildings, landscaping, and structures other than the storm damaged home which remain on the property thirty (30) days after pre-construction meeting may be demolished and HRRP will not replace them.**
- **Scope of Work:** The GC will present the applicant with a copy of the program approved scope of work. If the project is an MHU replacement or reconstruction, the scope of work shall include a copy of the floorplan being offered.
- **Reasonable Accommodations:** The GC will confirm any reasonable accommodations included in the approved scope of work with the applicant.

## 11.5 Permitting and Code Compliance

GCs are required to complete all HRRP-sponsored construction activities in accordance with local building codes. GCs are responsible for determining which permits are required and for acquiring all permits required to complete the HRRP-approved scope of work from the authority having jurisdiction for code compliance in the location where the construction project is located. Permits required for each project vary by location and scope of work, but may include permits for items such as:

- Demolition
- Septic
- MHU Installation
- Mechanical, electrical, or plumbing
- Building
- Roofing
- Asbestos or Lead Based Paint Abatement

Applicants may be required to sign documents which authorize the GC to obtain permits from the authority having jurisdiction. Because requirements vary by jurisdiction, documents which require the applicant's signature may also vary. If required to sign or complete documents in support of permitting, the applicant must do so within thirty (30) days of being presented with such documents.

GCs must demonstrate code compliance in order to pass a program final inspection. For reconstruction or MHU replacement projects, code compliance will be confirmed via a Certificate of Occupancy (or

equivalent), issued by the authority having jurisdiction. For repair projects, code compliance will be confirmed via Certificate(s) of Completion (or equivalent), as applicable, issued by the authority having jurisdiction. Certificate(s) of Completion issued for repair projects may vary, depending on the scope of work completed by the program.

## 12.0 Construction

### 12.1 Homeowner Responsibilities During Construction

The HRRP will not be responsible for lost or damaged belongings of the homeowner that may have occurred during construction. The homeowner must secure or relocate his/her belongings until construction is complete. The Program will provide up to two (2) storage containers for applicants as needed.

- The homeowner will have 30 calendar days to move out of the property from the date of the pre-construction meeting and store any valuable personal property that might be damaged during the course of construction.
- The homeowner must arrange access to the property for building contractors providing construction services. If reasonable and timely access is denied to a building contractor who is attempting to make a good-faith effort to perform required repairs, the homeowner will be removed from the program.
- The homeowner is responsible for the security of his/her property and personal belongings. Movement, storage, and security of personal property are the homeowner's responsibility. Replacement, rehabilitation, and reconstruction benefit applicants will be provided with up to two (2) temporary on-site storage units for homeowner's use. Items placed in program-provided temporary storage containers shall be the responsibility of the applicant. HRRP will not assume responsibility for the condition of items placed in program-provided temporary storage containers. At the time of reservation, the homeowner is required to provide a credit or debit card for the storage container(s), when feasible.
- If provided with an on-site storage unit, the homeowner will be required to remove all belongings from the onsite storage unit within 14 days of completion of key turnover. The unit will be removed by the contractor within the following 14 days. Any items remaining in the unit after 14 days will be removed from the unit and placed on the homeowner's property so the unit can be removed.
  - If the applicant requests additional time to remove their belongings from the storage container, the applicant must coordinate within the 14 days with the general contractor and the storage container company to transfer the unit into the applicant's name. The applicant must take financial ownership of unit payments once the 14 days expires.
- During construction the homeowner must not interfere in repair areas and must stay away from the construction zone. Homeowners are required to schedule site visits with the construction superintendent if site visits are needed/wanted.
- All debris, abandoned vehicles, and buildings that pose a safety and/or health threat as determined by the local jurisdiction or person qualified to make such a determination, must be removed from the property within 30 calendar days of the pre-construction meeting. Homeowners must remove dilapidated personal property.
- The homeowner must provide all existing utilities as needed for use by the building contractor during construction. These utilities will be provided at the homeowner's cost. Neither the program nor the contractor will be liable for any utility payments on the property during the construction phase of the project. Homeowners are responsible for maintaining utility bills during construction so as not to delay utility reconnection efforts upon completion of construction activities.
- In accordance with the requirements in the Grant Agreement, the homeowner will agree not to transfer ownership of the property or any interest in the property except as permitted in the homeowner's Grant Agreement.

## 12.2 Construction Standards

HRRP will abide by the procurement process mandated by federal and state government codes as they are applicable to the program. The standards and guidelines from procurement of supplies, equipment, construction, engineering, architectural, consulting, and professional services have been developed in compliance with federal and state requirements. HRRP has established compliant standards for construction. Construction contractors will be qualified through an open procurement process. Selected contractors will ensure to the greatest extent feasible that employment and other economic opportunities are directed to low and very low-income people, particularly local residents and businesses that meet the qualifications of the project. Contractors' procedures will be monitored by HRRP.

HRRP will implement construction methods that emphasize high quality, durability, energy efficiency, sustainability, and mold resistance, as required in the Consolidated Notice. All rehabilitation and reconstruction will be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigation against the impact of future disasters. HRRP will implement and monitor construction results to ensure the safety of residents and the quality of homes assisted through the program. All housing units repaired or replaced must comply with program standards and must meet all applicable local and state codes, repair standards, ordinances, and zoning ordinances at the time of project completion. These include the following minimum standards:

- Construction will comply with the Green Building Standard for all reconstruction of residential buildings and under the Florida Green Building Coalition; and
- All reconstruction must receive a Green Building Certificate from Florida Green Building Coalition for completed projects evidencing successful green building implements and energy efficiency standards were met.
- Construction standards will be based on the Florida Building Code (FBC) and must meet or exceed applicable requirements. Due to Florida's unique geography and vulnerability to hurricanes, FBC is especially stringent when compared to federal building codes (including HUD's minimum standards), as well as the building codes of other states. As such, the implementation of FBC will meet all code requirements, exceeding many current building codes and producing resilient and storm-resistant construction. Where local building codes are more stringent than FBC, HRRP will comply with local building codes.
- For repair projects, the state will follow the HUD Green Building Retrofit Checklist to the extent feasible and applicable to the repair work undertaken. This will include the use of mold-resistant products when replacing surfaces such as drywall. When older or obsolete products are replaced as part of the repair work, repair is required to use ENERGY STAR-labeled, Water Sense-labeled, or Federal Energy Management Program (FEMP)- designated products and appliances, or other equivalent, when feasible. The HUD Green Building Retrofit Checklist is available at: <https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/>.

## 12.3 Eligible Construction Activities

GCs are only authorized to perform construction activities that are duly authorized by an approved HRRP scope of work or via an approved change order. Homeowner requests for upgrades, modifications, and/or additional work shall not be considered. Program scopes of work, including all items outlined in the bulleted list below are subject to HRRP award caps.

Program scopes of work may include:

- **Repair work:** Repair work includes items required to complete repair or renovation of a portion of a stick-built home. Repair work is intended to repair storm damage and bring the items repaired into compliance with local building codes and must comply with the current HUD Housing Quality Standards (HQS) including compliance with Section 31 of the Federal Fire Prevention Control Act

of 1974 and local building codes and standards. Repair stick-built structures will include scope associated with the HUD CPD Green Building Retrofit checklist.

- **Reconstruction:** Reconstruction consists of the demolition of existing Ian damaged structure, removal, and disposal of the storm damaged structure, followed by construction of a new home in substantially the same footprint where feasible as the storm-damaged home. Reconstruction work will be conducted in accordance with local building codes, HUD standards for green and resilient building, and HUD standards for energy efficiency. Reconstructed homes are only offered in standard HRRP floorplans. No custom designed homes are authorized.
- **Elevation:** If reconstruction requires elevation, it will be conducted by means of pier and beam foundations, piling foundations, or fill dirt, if permissible within zoning regulations, and will be determined by the architect/engineer of record.
- **Mobile Home Unit (MHU) Replacement:** MHU Replacement consists of the demolition, removal, and disposal of the storm-damaged MHU, followed by installation of a new MHU in substantially the same footprint where feasible as the storm-damaged MHU. MHUs provided by HRRP must be HUD certified and will be installed in accordance with local building and zoning regulations. MHUs are offered in 2-, 3-, and 4-bedroom configurations, all with 2 bathrooms. Singlewide and doublewide MHUs are offered. MHUs will be sourced and offered by the GC, in accordance with HRRP size and configuration guidance. Applicants are not permitted to select the MHU.
- **Site work:** Site work includes site-specific construction activities necessary to complete the project that are not related to the structure itself. Site work includes activities such as: flatwork, grading, septic tank repair/replacement, well repair/replacement, installation of sod, tree trimming or tree removal, etc.
- **Environmental Abatement:** Environmental abatement activities are those environmental activities identified by HRRP or the GC that must be addressed in order to comply with the current HUD Housing Quality Standards (HQS). Environmental abatement activities may include items such as, but not limited to, lead-based paint removal or mitigation, or asbestos abatement. Costs of environmental clearance inspections are also allowable.
- **Historic Preservation:** Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665), as amended in 2000, requires Architectural History compliance imposed by the Compliance and Review Section of the Bureau of Historic Preservation, as needed. If the State Historic Preservation Office (SHPO) or other authority having jurisdiction requires specific construction or design measures to prevent an adverse effect to a historic or cultural resource, such activities may be included in the program scope of work if determined to be feasible and in alignment with program cost reasonableness principles.
- **Reasonable Accommodations:** Scopes of work for applicants with duly approved reasonable accommodation requests will include items associated with the approved reasonable accommodation(s). Reasonable accommodations may include items such as: widened doorways, ramps, grab bars, etc. To be included in a program scope of work, the applicant must complete the Verification of Disability Form for him/herself or a household member, and the reasonable accommodations request form must be approved prior to construction start.
- **Essential Appliances:** Essential appliances, which include stove/range, oven, water heater, and refrigerator are included in program scope of work for all reconstruction and replacement award types. Scopes of work for repair award types will include replacement of essential appliances, only if the essential appliances are damaged, in non-working order, or non-existent at the time of damage assessment<sup>11</sup>. Appliances provided will be standard, economy grade, and energy efficient. Luxury appliances will not be provided.

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<sup>11</sup> Dishwashers will only be replaced in repair award projects if the storm-damaged home contained a dishwasher that is damaged. Dishwashers will not be added in repair projects where the storm-damaged home did not have a dishwasher.

- **Smoke and Carbon Monoxide Detectors:** All assisted homes will be equipped with smoke or smoke/carbon monoxide detectors, in accordance with local code requirements.
- **Mitigation Measures:** Measures to make homes more resilient in the face of future disasters such as but not limited to roof strapping or impact resistant glass where required, may be included in program scopes of work.

The above bulleted list is not intended to be an exhaustive or all-encompassing list. All construction work undertaken by GCs must be approved via an approved cost estimate or duly authorized change order. Any work completed by GCs prior to authorization by HRRP is completed at the GC's own risk.

HRRP does not offer like-for-like replacement of anything. All construction work completed by the program will be completed using standard, builder-grade materials, regardless of what building materials were used prior to program initiated construction. Applicant-requested upgrades, additions, or modifications to construction scopes of work will not be considered outside of program approved reasonable accommodations. Applicants may not pay out of pocket for upgrades, additions, or modifications concurrent with program sponsored construction.

## 12.4 Lead-based Paint Disturbance and Mitigation

Contractors must ensure the following minimum requirements are met at all times:

- All sites are clean and protective covering is placed where required by applicable regulations during the renovation, especially when paint-disturbing activities are taking place.
- All workers on-site are to have proper certifications with them while on site.
- The Lead Renovator's certificate is required on-site at all times from the start of the renovation until the final lead clearance has been achieved.
- Ensure proper techniques are being used when performing paint disturbing activities.
- At a minimum, the following two items are required to be posted at all times to be seen clearly by anyone approaching the site and all workers until final lead clearance is achieved:
- Environmental Protection Agency (EPA) RRP required warning signage in English and Spanish:



Figure 4: Example Signage

- Occupational Safety and Health Administration (OSHA) required lead warning signage in English and Spanish



*Figure 5: Example Signage*

If site conditions are noncompliant, a stop work order will be issued until all problems are resolved and verified by program staff. The time the project is on hold will be included when calculating construction duration and is considered the fault of the contractor and subject to performance penalties. Any issuance of a stop work order will also be taken into consideration when determining future assignments and participation in future projects.

## 12.5 Repair and Reconstruction Progress Inspections

The number of program inspections and the items being inspected in each program inspection will vary depending upon whether the construction effort is a reconstruction, a rehabilitation, or an MHU replacement. The goal of the program inspections is to ensure that the homes being constructed are done so according to the plans/specifications or scope of work provided, are achieving the required municipal/code inspections, and that the construction work is completed in a manner that achieves the program's quality expectations. The program inspection process does not supersede or circumvent the municipal or code inspection requirements.

For MHU replacements, the GC may request a 50 percent inspection once demolition of the damaged MHU has been completed and the new MHU has been delivered to the site.

Upon 50 percent completion of the Estimated Cost of Repair (ECR) on a rehabilitation project, the contractor will notify the HRRP and request a 50 percent inspection of the construction activities completed. The program's Project Manager will conduct the 50 percent inspection to evaluate the contractor's progress, confirm that local building codes or standards have been met, and verify that the construction activities have been completed in accordance with the ECR.

In order for the contractor to request a 50 percent inspection on a reconstruction project, the following conditions must be met:

- The building shall be in a "dried in" state, meaning windows, doors, roof, and siding shall be in place, thus preventing water intrusion into the interior of the house.
- The rough-in plumbing shall be complete.
- The electrical rough-in shall be completed, including, but not limited to, the placement of receptacle boxes, switch boxes and the placement of the circuit breaker box.
- The mechanical rough-in shall be complete.

## 12.6 Elevation Certificates

The program will follow HUD guidance to ensure all structures, as defined in 44 CFR 59.1, designed principally for residential use, and located in the 1 percent annual (or 100-year) floodplain, that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b) (10), will be elevated with the lowest floor, including the basement, at least two (2) feet

above the BFE. A final elevation certificate will be obtained for all reconstruction projects located in the 100-year floodplain.

## 12.7 Final Inspection and Warranty Information

Once the contractor has completed all construction activities outlined in the Estimated Cost of Repair (ECR), program documents, and/or plans and specifications, the contractor will request a Final inspection to confirm that all work has been satisfactorily completed according to the appropriate state and local codes and standards and accepted by all appropriate building code enforcement and third-party inspectors, and that the home meets HUD Housing Quality Standards (HQS) as defined in the Definitions section of this document. A Program Final Inspection cannot be requested until all applicable municipal inspections have been completed and passed.

All work performed by the contractor will be guaranteed for the following periods. The start date for these warranty coverages will begin from the date of the passed program final inspection.

- Two (2) Years – general warranty for repairs to the home and electrical, plumbing, and mechanical warranty (if such work is performed); and
- Ten (10) Years – structural warranty (if structural work is performed).

For the specified period in the warranty, from the time of the passed program final inspection, the assisted applicant may require the contractor to correct defects or problems arising from their work under the contract. Applicants will be provided with a program-managed phone number to call in all warranty needs associated with their application.

Upon receipt of applicant warranty request, the program will review the applicant's scope of work to determine if their claim is a valid warranty request. The call and subsequent disposition will be logged into the warranty module within the system of record and if required, the contractor will be notified of the claim. The contractor will then be required to address the warranty claim and report back to the program when it is completed. The program will ensure that the work is complete to the acceptable program standards and make reasonable attempts to obtain applicant confirmation prior to closing the warranty ticket within database of record.

## 12.8 Re-Inspections

Should the HRRP observe any fault(s) during the progress and/or Final Inspections, the construction contractor will be informed of the fault(s) and be provided with a written report of the findings. When the construction contractor has remedied the fault(s), the construction contractor may request a re-inspection to be performed at a time no earlier than 48 hours from the request. For each re-inspection required after the Final Inspection, a re-inspection fee, in an amount not to exceed \$225 per re-inspection, will be assessed and will be the responsibility of the construction contractor. The re-inspection fee must be deducted from the contractor's final invoice.

## 12.9 Change Orders

Where additional work is necessary to make repairs or to correct unforeseen or dangerous conditions, the contractor will submit a Change Order consisting of a detailed description of the work needed, including quantities and location, the cost of such work, and the time necessary for such work to be completed to HRRP. Unless it is determined there exists an immediate health and safety danger, no work shall be authorized until agreed upon in writing by HRRP. All Change Orders will be reviewed for eligibility and cost reasonableness as defined in 2 CFR Part 200 Subpart E.

Change Orders must be submitted within 7 days of discovery of out of scope or unforeseen item. Upon request of the final construction inspection, the contractor acknowledges that no outstanding or unapproved change order work exists, and the final payment satisfies all claims for the entire application.

## 12.10 Contractor Performance Evaluation

FloridaCommerce has established a scoring methodology to be used for the performance evaluation of General Contractors (GC) contracted to Repair or Replace Mobile Housing Units (MHU) or stick built homes through FloridaCommerce's Hurricane Ian Housing Repair and Replacement Program.

This scoring methodology includes reviewing GC on:

- Construction Timeliness;
- Construction Quality; and
- Customer Service.

**Construction Timeliness** – Construction timeliness will be broken down into two parts to measure the expediency of both preconstruction and construction. For MHUs, FloridaCommerce will use an additional scoring metric to measure the time it takes the GC to get the unit offline. All components of the program final inspection must be met to secure a passing final inspection.

**Construction Quality** – Construction quality will be evaluated by the number of pass / fail results on program inspections, including Progress Inspections and Final Inspections. All projects will be inspected at two points in time. A progress inspection will occur when at least 50 percent of the project scope of work has been completed and a final inspection will be conducted after the project is complete.

**Customer Service** – Customer service will be measured by utilizing the Construction Customer Satisfaction Survey. GC are expected to keep homeowners and rental property owners apprised of construction efforts on their properties. The Construction Customer Satisfaction Survey provides applicants with a means by which to communicate their level of satisfaction with their assigned contractor. This survey will be utilized to assess contractor performance within the point system distribution that FloridaCommerce has drafted.

A point system will be put in place to track multiple attributes related to a contractor's capacity to carry out the agreements of their contracts as it pertains to:

- Timeliness of project completion,
- Quality of work (Customer Satisfaction survey),
- Ability to build and rehabilitate to the satisfaction of both municipal and state code, as well as HRRP standard.

A total score of 100 points would indicate that the general contractor met the deliverables outlined in their contract, did so in a timely manner, and met the applicant/homeowner's standard of satisfaction. Contractors with higher point totals may receive larger project bundles, as their scores indicated they had the capacity to handle a large scope of construction projects.

## 13.0 Post Construction

### 13.1 Overview

In the HRRP, post construction consists of the following tasks: invoicing, compliance period monitoring, file closeout, subrogation, and/or recapture.

### 13.2 Method of Payment/Invoicing

Upon completion of a project and passing of the program final inspection, the GC will be eligible to submit their construction invoice(s) to the implementation vendor. The GC is responsible for submitting complete invoices with all appropriate documentation. The implementation vendor will review and confirm invoice accuracy and completeness prior to submission of the invoice(s) to FloridaCommerce. The implementation vendor will submit reviewed and approved construction invoices to FloridaCommerce for review and payment on a weekly basis. The implementation vendor will pay GCs upon receipt of payment from FloridaCommerce, and make any revisions or corrections noted by FloridaCommerce, as needed.<sup>12</sup>

### 13.3 Compliance Period

Applicants assisted under HRRP must agree to the terms of the compliance period associated with their award. Compliance periods differ slightly for Owner-Occupant Applicants and Landlord-Applicants. FloridaCommerce will periodically monitor Owner-Occupant Applicants and Landlord-Applicants throughout the compliance period. Applicants may be asked to demonstrate that they are still in compliance at any time during the compliance period.

#### 13.3.1 Owner-occupant Applicant Compliance Period

HRRP owner-occupant applicants are required to occupy the home for three (3) years following completion of construction. During this time FloridaCommerce has the right to request documentation for proof of occupancy to ensure the applicant has continued owning and residing in the home for the required 3-year period. See section 6.5 Proof of Primary Residency for definition of primary residency.

If an applicant sells the home or discontinues use of the home as their primary residence within the three (3) year compliance period, the applicant may be subject to repay all or a portion of the grant amount. The 36-month occupancy is monitored annually by the program and/or FloridaCommerce staff. The compliance and monitoring policy includes the following prorated amounts of grant repayment, if the applicant is not determined to be compliant within the 36-month compliance period:

- If within the first 12 months monitoring period, applicants fail to comply with the compliance requirements, the applicant is responsible for repaying the total grant amount back to FloridaCommerce.
- If within 13-24 months monitoring period, applicants fail to comply with the compliance requirements, the applicant is responsible for repaying 2/3 of the total grant amount back to FloridaCommerce.
- If within 25-36 months monitoring period, applicants fail to comply with the compliance requirements, the applicant is responsible for repaying 1/3 of the total grant amount back to FloridaCommerce.

If the applicant is in compliance at or on the beginning of the 37th month of the compliance and monitoring period, the promissory is released and the total grant amount is forgiven.

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<sup>12</sup> The procurement process is included in section 12.2 Construction Standards.

### 13.3.2 Landlord-Applicant Compliance Period

HRRP Landlord-Applicants will be required to ensure the rental property is affordable for LMI tenants for a minimum period of time. The minimum required affordability time periods are:

Table 3: Housing Program Affordability Periods

| Type of Project | Number of Units | Minimum Required Affordability |
|-----------------|-----------------|--------------------------------|
| Multi-family    | Less than 8     | 5 years                        |
|                 | 8 or more       | 15 years                       |
| Single Family   | 1 - 4           | 5 years                        |

HRRP Landlord-Applicants will control and provide affordable rent in accordance with HUD guidelines. The affordability requirement states that property owner must lease the units to LMI households earning 80 percent or less of the AMI and must lease the units at an affordable rent. Rent must comply with the maximum HUD HOME rent limits. The maximum HUD HOME rent limits<sup>13</sup> are the lesser of:

- The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
- A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the AMI, as determined by HUD, with adjustments for number of bedrooms in the unit. The HUD HOME rent limits will include average occupancy per unit and adjusted income assumptions.

### 13.4 Closeout Review

Once all construction contractor payments have been issued, the file will move into the closeout review stage. Closeout review is a multi-tiered review that results in a full file, end-to-end verification process. The verification process starts at the case manager level, where the basic file documentation requirements for the program are reviewed and any additional documentation that may be needed is gathered.

Once the initial end-to-end file review is completed by the case manager, the file is routed to the QA/QC team. The QA/QC team may correct any issues with the file, return the file to case management for additional work, or approve the file for routing to FloridaCommerce for final review and approval.

FloridaCommerce's closeout review team will be the final checkpoint on the way to an applicant's individual file closeout. The FloridaCommerce eligibility review team will review the findings of the case manager and initial QA/QC team. FloridaCommerce may return the file for further work, route the file to subrogation/recapture or accept the file for closeout.

### 13.5 Recapture

FloridaCommerce may expend funds on applicant projects where the applicant fails to maintain compliance with program policies and procedures. In some instances, FloridaCommerce may be able to work with the applicant to bring the applicant back into compliance; but in others, the violation will result in disqualification. Should FloridaCommerce expend funds on an applicant project that becomes non-compliant, and which cannot be remedied, the applicant may owe the funding expended on the project back to FloridaCommerce. This is known as recapture of funding.

<sup>13</sup> HUD updates HOME Rent limits annually. HOME rent limits are publicly available online at: <https://www.hudexchange.info/programs/home/home-rent-limits/>

## 14.0 Exceptions to Program Policies

These HRRP Guidelines set forth the policy governing the program and approved the HRRP Standard Operating Procedures set forth the procedures by which policy will be enacted. These Guidelines and the SOPs are intended to guide program activities and enforce compliance with applicable federal regulations. While Program Guidelines and SOPs govern the program, neither should be considered exhaustive instructions for every potential scenario that may be encountered by the program. At times, an exception to program policies and/or procedures may be warranted. All exception requests are reviewed and adjudicated on a case-by-case basis as the need arises, at the sole discretion of FloridaCommerce. Exceptions may be granted to program policy or process. Any exceptions granted will be documented in the applicable individual case file within the system of record. However, exceptions to federal regulations, laws, or statutes shall not be authorized.

## 15.0 Voluntary Withdrawal

An applicant may request to voluntarily withdraw from the program at any time. If an applicant chooses to withdraw after construction has begun, the applicant will be subject to repayment of program funds expended. Applicants are to document withdrawal requests in writing; the program will document these requests in the case file. However, if an applicant cannot or will not document his or her request to withdraw, a detailed case note may be used to support the applicant's withdrawal request.

All applicants who choose to withdraw will be sent a Voluntary Withdrawal Notice. The Voluntary Withdrawal Notice informs the applicant that HRRP has received his/her request to withdraw, and that the applicant has **fourteen (14) days** from the date of the letter to rescind the withdrawal request. If the applicant does not rescind the voluntary withdrawal request within the **fourteen (14) day** period, the applicant's case will be withdrawn. Withdrawal from the Program is final and not appealable.

A written request to withdraw can be sent to the any Rebuild Florida representative, including FloridaCommerce.

## 16.0 Reconsideration Requests, Appeals, and Complaints

A complaint and appeals procedure will be afforded to homeowners. Complaints may be lodged regarding any and all concerns that homeowners may have with the procedures followed and services provided by HRRP. Appeals may be lodged only upon the deliverance of an adverse program decision regarding eligibility or closure of an application, and only within the parameters set by the Appeals procedure. Homeowners may not appeal program policy. An appeals process initiated by the homeowner will include an informal and a formal, written grievance procedure which may include but not be limited to informal hearings, third-party review, or administrative review.

In accordance with 24 CFR Part 91 Citizen Participation Plan and 24 CFR 570.486(a) (7), the HRRP has developed the reconsideration, appeals, and complaints process. Through the reconsideration process, applicants have a mechanism for requesting further review on a decision made on their file. Once exhausting the reconsideration process, should an applicant disagree with the result of the request for reconsideration, the decision of the HRRP can be further reviewed through an agency informal appeals process. Program policies are not appealable. Determinations are based on statutes, codes of federal regulation, local administrative code, and state and local guidelines as they are interpreted by HRRP. In addition, citizens may file complaints- both formal and informal- which will be responded to in 15 working days where practicable.

Information about the right and how to file a reconsideration request, agency informal appeal and complaint will be printed in all guidelines and posted on the Rebuild Florida website, [www.ian.rebuildflorida.gov](http://www.ian.rebuildflorida.gov), in all local languages, as appropriate and reasonable.

### 16.1 Reconsideration Requests

Throughout the process, decisions will be made on an application and/or project to be delivered. The decisions are made based on statutes, codes of federal regulation, local administrative code, state, and local guidelines as they are interpreted by the program. The program will also consider the funding source for determinations pertaining to DOB Gaps as FEMA, SBA and Insurance providers vary in policy for how funding can be utilized. This policy guides the process for an applicant or contractor requesting program reconsideration of decisions made by the HRRP.

**Grounds to request reconsideration of a program decision:** Applicants who have applied for funding for disaster recovery may only request reconsideration of the disposition of a program decision on one or more of the following:

- Duplication of Benefits Gap
- Scope of Work
- Award Type

**How to submit a reconsideration request:** Applicants who wish to request a reconsideration may do so through any of the following avenues:

- Via the web portal at: [www.ian.rebuildflorida.gov](http://www.ian.rebuildflorida.gov)
- Via Email: [ian.reconsiderations@rebuildflorida.gov](mailto:ian.reconsiderations@rebuildflorida.gov)
- In Writing:

Rebuild Florida  
Attention: Reconsideration Requests  
2901 West Busch Blvd Ste 701

**Reconsideration request of program determination.** A party requesting reconsideration must file a written request for reconsideration with the HRRP to request a review within (30) calendar days of the date of the program determination letter. The written request must include specific information relating to the reconsideration of the HRRP decision. Applicants are encouraged to provide individual facts or circumstances, as well as supporting documents to justify their petition. Appropriate allowable supporting documentation may include legible receipts, paid invoices, proof of payment such as bank and credit card statements or cancelled checks, pictures of completed repairs or remaining storm damage, and legal documents. The program will not accept cash receipts. None of the listed examples above, individually or taken together, automatically establishes a justification to a petition, nor is the list above exhaustive as there may be other factors relevant to the request in a particular case. Additional supporting documentation may be reviewed on a case-by-case basis.

In adjudication of the appeal, the Program will only review facts and information already included in an applicant's file, unless the applicant submits new documentation. The Program has the discretion to accept or reject new documentation based upon its relevance to the appeal.

HRRP will acknowledge receipt of the request. HRRP will respond in writing to the request no later than 15 working days where practicable after the date of receipt of the request. The response may take one of the following actions:

- Acknowledgment of receipt of the request for reconsideration and notification that the review of the applicant file may take longer than 15 working days;
- Request for additional supporting documentation or information from the applicant;
- Status of the investigation and estimated timeframe for decision; or
- Final determination of the issue to:
  - HRRP concurs with the request and makes the appropriate adjustments or
  - HRRP disagrees with the request and provides the basis for rejecting the request for reconsideration to the applicant.

Should an applicant disagree with the result of a request for reconsideration, the applicant will be provided with instructions for the informal appeal process.

## 16.2 FloridaCommerce Appeals

### 16.2.1 FloridaCommerce Informal Appeals

If the applicant disagrees with the results of the reconsideration request or the ineligible determination, the applicant can request an informal appeal. An applicant requesting a FloridaCommerce informal appeal must file a written request for informal appeal within 30 days of the reconsideration determination letter. In an informal appeal, FloridaCommerce will conduct investigations, as necessary.

Applicants are encouraged to provide individual facts or circumstances, as well as supporting documents to justify their petition. Appropriate allowable supporting documentation may include legible receipts, paid invoices, proof of payment such as bank and credit card statements or cancelled checks, pictures of completed repairs or remaining storm damage, and legal documents. The program will not accept cash receipts. Determinations are based on statutes, codes of federal regulation, local administrative code, and state and local guidelines as they are interpreted by HRRP. None of the listed examples above, individually or taken together, automatically establishes a justification to a petition, nor is the list above exhaustive as there may be other factors relevant to the request in a particular case. Additional supporting documentation may be reviewed on a case-by-case basis.

All informal appeal determinations are made by FloridaCommerce. Applicants will be notified in writing of the informal appeal determination.

**How to submit an Informal Appeal:** Applicants who wish to submit an informal appeal may do so through any of the following avenues:

- Via Email: [CDBG-DRAppeals@Commerce.fl.gov](mailto:CDBG-DRAppeals@Commerce.fl.gov)
- In Writing:

Attention: Appeals Lead  
Office of Long-Term Resiliency  
Florida Department of Commerce  
107 East Madison Street, MSC 420  
Tallahassee, FL 32399

## 16.2.2 FloridaCommerce URA Appeals

Applicants may appeal any case in which he or she believes that FloridaCommerce has failed to properly consider his or her application for assistance. This includes, but is not limited to, the applicant's eligibility for, or the amount of, a payment required for relocation assistance. The applicant must appeal within 60 days of receiving a written determination from the program outlining the program's decision related to his or her eligibility for benefits or amount of benefits. Households have the right to appeal the following agency determinations:

- Eligibility for URA assistance, including the requirement to relocate
- Amount of relocation or other related expense payments
- Timeframe to exercise rights and entitlements of URA, including relocation timeframes

Households are encouraged to include any statement of fact or other material which they feel has a bearing on the appeal. Agency representatives may assist households in their appeal submission.

URA Appeals must be submitted within sixty (60) of the date the person receives notification of FloridaCommerce's decision regarding his or her claim and must be directed to FloridaCommerce in writing to the following postal address:

- In Writing:

ATTN: URA APPEALS  
The Caldwell Building  
Florida Department of Commerce  
Office of Long-Term Resiliency  
107 East Madison Street MSC 420  
Tallahassee, Florida 32399

For more information see OLTR's Uniform Relocation Assistance Guide and Residential Anti-Displacement and Relocation Assistance plan that can be found [here](#).

## 16.3 Complaints

### 16.3.1 FloridaCommerce Complaints

A complaint is filed when the written request is submitted through any of the following avenues:

- Via the program website to complete an online complaint form at: <http://floridajobs.org/rebuildflorida/rebuild-florida-homeowner-complaint-form>
- Via Email: [CDBG-DR@Commerce.fl.gov](mailto:CDBG-DR@Commerce.fl.gov)

- In Writing:

Attention: Rebuild Florida Constituent Services  
The Caldwell Building  
Florida Department of Commerce  
Office of Long-Term Resiliency  
107 East Madison Street, MSC 420  
Tallahassee, FL 32399

- Directly to a program-level representative: Call the Rebuild Florida HRRP Ian hotline at 1-800-915-6803 to receive assistance from a Call Center Agent.

OLTR and Rebuild Florida will provide a written response to all complaints within 15 working days of receipt of the complaint. Following the initial response, OLTR and Rebuild Florida will make every effort to provide a resolution to complaints within the 15- working day period. If a resolution cannot be reached within the 15-working day period, the complainant will receive a status update on the issue(s) and, if possible, a timeframe for when a resolution can be reached. OLTR's Constituent Management Services Lead will monitor response times to ensure compliance and will adjust timeframes for additional responses as needed.

Information on how to file a complaint will be available on the website, at the program offices, and included on printed materials.

All complaints and inquiries that are brought forward will be addressed through OLTR's Constituent Management Services staff and Rebuild Florida staff, as applicable.

Complaints are any verbal or written statement of grievance – including phone calls, emails, faxes, or letters that are received by OLTR, its contractor, and/or other program sources. Inquiries are requests for information or assistance. All complaints and inquiries that are received will be reviewed by the OLTR and Rebuild Florida staff for:

- Investigation, as necessary;
- Resolution; or
- Follow-up actions.

Every complaint and inquiry will be included in a tracking system. OLTR and Rebuild Florida staff will maintain electronic files that include:

- Name of the complainant and contact information;
- Date the complaint was received;
- Description of the complaint;
- Name of each person contacted in relation to the complaint;
- A summary of the result and the date of the response to complainant; and
- Explanation of the resolution of the file.

The OLTR Constituent Management Services staff will review these complaints and inquiries at least monthly to determine if there is a pattern developing and, if so, determine if the issue warrants a policy change or further training.

### 16.3.2 HUD Complaints

If the complainant is not satisfied with the program determination or FloridaCommerce response, the complainant may file a written appeal by following the instructions issued in the letter of response. If after

the informal appeals process the complainant has not been satisfied with the response, a formal complaint may then be sent directly to the HUD regional office through the following avenue:

- In Writing:

Department of Housing and Urban Development  
Charles E. Bennett Federal Building  
400 West Bay Street, Suite 1015  
Jacksonville, Florida 32202

FloridaCommerce's CDBG-DR programs operate in accordance with the Federal Fair Housing Law (The fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination through any of the following avenues:

- In-person at a Customer Service Center to receive assistance from an Intake Specialist
- Via Phone: 1-800- 669-9777
- Online: [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)

### 16.3.3 Fair Housing Complaints

Persons alleging a violation of fair housing laws will be referred to FloridaCommerce's local contact and process to file a complaint. FloridaCommerce will retain a log and record of all fair housing inquiries, allegations, complaints, and referrals. In addition, FloridaCommerce will report suspected non-compliance to HUD. The contact for Fair Housing Complaints is:

- Email: [FairHousing@Commerce.fl.gov](mailto:FairHousing@Commerce.fl.gov)

FloridaCommerce certifies that the HRRP will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601– 3619), and implementing regulations, and that it will affirmatively further fair housing practices.

### 16.3.4 Anti-Fraud, Waste, and Abuse

Rebuild Florida constituents, employees and contractors may report suspected fraud, waste, or abuse by contacting Constituent Management Services staff, submitting information via the Report Fraud, Waste, or Abuse online form (<http://floridajobs.org/rebuildflorida/report>) (all contact information fields are optional to allow for anonymity); or by sending an e-mail to [cdbg-dr\\_antifraudwasteabuse@Commerce.fl.gov](mailto:cdbg-dr_antifraudwasteabuse@Commerce.fl.gov).

All suspected cases of fraud will be taken seriously, and complaints will be reported to OLTR's Compliance and Reporting Manager and FloridaCommerce's Office of the Inspector General at [OIG@Commerce.fl.gov](mailto:OIG@Commerce.fl.gov). If FloridaCommerce's OIG determines that it is appropriate, it will coordinate its investigation with agencies such as the Florida Office of the Inspector General, the Florida Office of the Attorney General, or the Florida Department of Business and Professional Regulation.

All substantiated cases of fraud, waste, or abuse of government funds will be forwarded to the United States Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email: [hotline@hud.oig.gov](mailto:hotline@hud.oig.gov)) and FloridaCommerce's HUD Community Planning and Development (CPD) Representative. *OLTR must provide a timely response within 15 working days of the receipt of a complaint, as stated in 84 FR 169.*

**Office of Long-Term Resiliency's comprehensive Anti-Fraud Waste and Abuse Policy can be found [here](#).**

## 16.4 Suspected Contractor Fraud

All eligible damaged properties will have multiple onsite inspections conducted by Rebuild Florida representatives. All inspections are arranged by appointment and applicants will receive official communications from Rebuild Florida before any representative arrives to his or her property. Should an inspector or contractor arrive at an applicant's home without notice, the applicant should immediately inform the program by calling 844-833-1010.

Rebuild Florida inspectors and contractors will never ask for an applicant's personal information such as Social Security number, date of birth, or bank account information. If an applicant receives such a request, the applicant should not provide any information and report the incident to the program immediately.

All suspected cases of fraud will be taken seriously, and complaints will be reported to FloridaCommerce's Office of the Inspector General at [OIG@Commerce.fl.gov](mailto:OIG@Commerce.fl.gov). If FloridaCommerce determines that it is appropriate, it will coordinate its investigation with agencies such as the Florida Office of the Inspector General, the Florida Office of the Attorney General, or the Florida Department of Business and Professional Regulation.

Complaints regarding fraud, waste, or abuse of government funds will be forwarded to the United States Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).

## 17.0 Files, Records, and Reports

In accordance with 24 CFR 570.490, FloridaCommerce is required to maintain all program and project-related documentation such as financial records, supporting documentation, and statistical records. Records must be retained for a period of not less than five (5) years after the grant closeout or three (3) years after grant close-out with HUD, whichever is longer.

At a minimum, the following types of records are required to be maintained:

- Records providing full description of each activity;
- Records verifying that activity meets national objectives;
- Records related to demonstrating eligibility of activities;
- Records required to document activity related to real property;
- Records documenting compliance with the fair housing and equal opportunity requirements;
- Financial records and reports required by FloridaCommerce;
- Performance reports required by FloridaCommerce; and
- Records supporting any specific requirements of the grant.

## 18.0 State and Federal Audits

Audit activities are a routine component of CDBG-DR activities and can be conducted by state and/or federal agencies for financial, operational, or programmatic purposes.

The State of Florida has an Auditor General (AG) that acts as an independent external auditor. The AG conducts audits of accounts and records of state agencies to determine whether financial resources are properly accounted for; public officials comply with applicable laws, rules, regulations, and other legal requirements; proper and effective internal controls are in place over entity operations; and assets are properly safeguarded. The state has the right to audit, and all aspects of the HRRP are subject to review and audit.

Additionally, FloridaCommerce's Office of Inspector General (OIG) has two separate functional areas—one area that conducts audits to add value and to improve an agency's operations and the other area to investigate waste, fraud, and abuse claims and hotline complaints, which can also occur in CDBG- DR programs.

On the federal level, HUD's OIG conducts preliminary research (a survey) and/or audits of disaster recovery programs, which is typically done once programs are underway and funds have been expended by a grantee. Through HUD OIG's audits and evaluative and investigative efforts, the OIG works to ascertain that disaster assistance funds have been expended as Congress intended.

## Appendix A: Uniform Relocation Assistance (URA)

The Uniform Relocation Assistance and Real Property Acquisition Act (URA) is a federal law that establishes minimum standards for federally-funded programs and projects that require the acquisition of real property or displace persons from their homes. The URA's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally-funded projects.

If an owner-occupied structure rehabilitated or reconstructed using CDBG-DR funds also has rental tenant(s) and a portion of the structure is also currently occupied by rental tenant(s), the displacement of such tenants will result in the application of the URA and all associated requirements, restrictions, and/or waivers outlined in the governing Federal Register Notice(s), federal guidance, and the URA itself. Once the owner-occupied structure is rehabilitated or reconstructed, the tenant(s) will have the opportunity to move back into the previously occupied portion of the owner-occupied structure that was rehabilitated or reconstructed using CDBG-DR funds.

It is the intention of the HRRP to serve only rental units that are vacant at the time of application, however, should there be an instance where there is a tenant present at the time of assistance, the previously described procedure will apply to these tenants.

Temporary relocation assistance is not provided to tenants through HRRP Temporary Housing Assistance Benefit (THAB). Instead, tenants displaced by HRRP activities are eligible for temporary relocation assistance by the program as required by the URA.

For more information see Office of Long-Term Resiliency's Uniform Relocation Assistance Guide and Residential Anti-Displacement and Relocation Assistance plan that can be found [here](#).